OFFICIAL COPY

PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
KEENEYVILLE ELEMENTARY SCHOOL DISTRICT 20
DuPAGE COUNTY, ILLINOIS

AND

KEENEYVILLE EDUCATION ASSOCIATION,
AN AFFILIATE OF THE
ILLINOIS EDUCATION ASSOCIATION AND
NATIONAL EDUCATION ASSOCIATION

2024-2028

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DATE OF AGREEMENT

This Agreement made and entered into the 23 day of May, 2024, for the 2024-2028 contract years, by and between the Board of Education, Keeneyville School District 20, hereinafter referred to as the "Board," and the Keeneyville Education Association, hereinafter referred to as the "Association."

ARTICLE I

PURPOSE AND INTENT

Section 1.1. Intent

It shall be the intent and desire of the parties to mutually cooperate with each other to assure the highest level of educational opportunities for the children of District 20, Hanover Park, Illinois.

Section 1.2. Good Faith Negotiations

This Agreement is the result of good faith negotiations by the parties and an attempt to cover all matters dealing with wages, hours of work, fringe benefits, grievance procedure, working conditions and terms covered in this Agreement.

"Good faith negotiations" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals, or be compelled to reach agreement on specific topics.

However, it is not the intention of this Section to restrict or impinge upon the intent of the law concerning these matters as established by the *Illinois Educational Labor Relations Act*.

ARTICLE II

RECOGNITION AND DEFINITIONS

Section 2.1. Recognition

The Board of Education of District 20, DuPage County, Hanover Park, Illinois, hereinafter referred to as the "Board," hereby recognizes the Keeneyville Education Association, hereinafter referred to as the "Association," as the exclusive and sole negotiation agent for all regularly certificated teachers, social workers, psychologists, speech and language pathologists, and nurses. Such representation shall exclude the Superintendent, assistant superintendents, business manager, principals, assistant principals, administrative assistants, department/division chairpersons and program coordinators, and any other positions that may be created that are considered supervisory, managerial and/or confidential as defined by the *Illinois Educational Labor Relations Act*. In addition, substitute teachers and part-time teachers working less than half-time shall be excluded.

The parties acknowledge that the bargaining unit position of nurse which was subcontracted by agreement of the parties during the term of the 2010-2012 Agreement shall be permitted to continue to be subcontracted during the term of this Agreement unless the Board determines to return such position to the bargaining unit. All other bargaining unit positions shall be governed by the prevailing law regarding the respective rights of the parties with respect to reduction in force and/or subcontracting.

Section 2.2. Definition of Teacher

The Term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1 above.

ARTICLE III

BOARD RIGHTS

Section 3.1. Board Rights

Nothing contained herein shall be construed to deny any teacher, administrator, or school board its rights under applicable laws and regulations. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred upon and vested in by the laws and Constitution of the State of Illinois and the United States, provided that such rights and responsibilities shall be exercised by the Board to conform with the provisions of this Agreement.

Section 3.2. Professional Concerns Committee

On a bimonthly basis (August, October, December, February, April, and June), the Superintendent, along with two (2) representatives from the Administration and one (1) ex-officio member of the Board, shall meet after school hours with the President of the Association, along with two (2) other members of the Association's Executive Board, to discuss educational matters of mutual concern other than grievances. Additional personnel may be invited to address specific agenda items, *i.e.*, LRE, class sizes, scheduling of classes, and placement of aides. Additional meetings can be scheduled as mutually agreed upon by the Superintendent and President of the Association. The President of the Association and the Superintendent shall exchange items for the agenda five (5) working days prior to the scheduled meeting. The Superintendent shall establish the final agenda for each meeting. The chairperson of the committee will be the Superintendent, and his/her office will be responsible for maintaining and distributing minutes of all meetings to the staff and Board members. Prior to distributing the minutes, they will be reviewed with the President of the Association. The role of the committee is to review each agenda item and, when necessary, develop specific recommendations for the Superintendent and/or Board to consider. The Superintendent will keep the committee informed as to the direction taken by his/her office and/or the Board on such recommendations.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

Section 4.1. Teacher Participation in the Association

Teachers shall have the right to organize, join, or not to join, the Association to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other legal activities.

Section 4.2. Fair Share

This provision is considered null and void until such a time as the United States Supreme Court determines fair share is constitutional and can be imposed, except that Section B shall remain in effect.

A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall collect the fair share fee from the wages of the non-member. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable, non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

B. In the event of legal action against the Board and/or Administration brought in a court or administrative agency because of its compliance with this section, the Association, including the Illinois Education Association and the National Education Association, agrees to defend such action at its own expense, in cooperation with local counsel designated by the Board of Education, with such expense also being paid by the local Association, lEA and NEA. The Association, including the IEA and NEA, agrees that any action so defended, it will indemnify and hold harmless the Board and/or Administration from any liability for damages and costs imposed by a temporary and/or final judgment of a court or administrative agency as a consequence of the Board's and/or Administration's compliance with this section.

Section 4.3. Protection from Discrimination

Nothing contained herein shall deny to any teacher his/her rights under State or Federal Constitutions and laws of Illinois. The Board and Association shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of membership or lack of membership in the Association, along with his/her participation in any activities of the Association, including, but not limited to, negotiations and handling alleged grievances.

Section 4.4. Rules and Regulations Governing Conduct

Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair and equal.

Section 4.5. Issuance of Contract

The Board shall not issue individual tenure teacher contracts or employment agreements during the length of this Agreement. The Board may issue individual contracts to non-tenured teachers. Any individual contract issued to non-tenured teachers shall be adjusted to conform with the final negotiated Agreement.

Section 4.6. School Calendar

The Board shall establish a school calendar consisting of one hundred seventy-six (176) student attendance days, four (4) institute days, and one (1) professional development day, and five (5) emergency days. If the five (5) emergency days or any portion thereof are not used for emergencies, such days shall be removed from the calendar with a date for closing the school year to be determined by May 1st each year.

The Board may, at its discretion, convert Lincoln's Birthday, Casmir Pulaski Day, Columbus Day, Veterans Day, or Good Friday to one additional workday, beyond those specified above, upon receipt of a waiver from the State for such holiday. Such additional workday shall be designated as a student attendance day. Teachers will be paid their individual per diem rate for such additional workday.

At least two (2) weeks prior to officially reviewing a recommended calendar with the Board for the forthcoming school year, the Superintendent will provide the proposed calendar to the Association President for disbursal to its members for input. This input shall be included as an agenda item in the committee process described in Section 3.2 of this Agreement. In accordance with all of the above, the school calendar as approved by the Board shall be distributed to all staff no later than April 1st, prior to the start of the new school calendar.

Section 4.7. Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused. The Association shall reimburse the District for the substitute teacher's salary. The maximum number of days available each year for such activities shall be twelve (12), with a minimum of a five (5) school day notice being a requirement. With reference to the annual state-wide Association conference on collective bargaining, a thirty (30) school day notification shall be provided as to the number of teachers desiring to attend and the date of the conference.

Section 4.8. Right of Representation

When a teacher is required to meet with or appear before the Board, a Board Committee, or an Administrator involving a matter for which it would be reasonable for the teacher to believe that the meeting might result in disciplinary action against the teacher, including investigatory meetings and disciplinary meetings, the teacher shall be entitled to an Association representative. The Board, Board committee, or Administrator shall inform the teacher of such right. In addition, the teacher shall be given reasonable prior written notice of the reason for such meeting.

Teachers shall have the right to bring association representation to evaluation conferences.

It is further agreed that the Association and Administration will work collaboratively to ensure annual professional development providing a full understanding of unit member right of representation.

Section 4.9. School/District Committee Membership

The membership of each committee will be made available to volunteers from the entire teaching staff.

ARTICLE V

DISTRICT CURRICULUM COMMITTEES

Teachers and Administrators shall participate in district curriculum committees. The purpose of a curriculum committee is to review, evaluate, and develop curricula and assessments to be utilized by staff and students. District curriculum committees shall be established as needed, determined by the Curriculum Department, across disciplinary content areas. All committees shall be composed of licensed staff who volunteer to serve on them. The Administration shall determine the meeting schedule before the start of the school year.

A reasonable effort shall be made to have a cross-section of participants to reflect the goals of the particular committee, it is recommended that the K-5 committee membership may include at least one teacher from each grade level from each school. The 6-8 curriculum committees will be held during department meetings with the goal to have the majority of all department team members present.

Teachers participating on curriculum meetings outside the contractual day will be paid for their work based on the established rate per the Professional Negotiation Agreement.

ARTICLE VI

TEACHING POSITIONS

Section 6.1. Licensure

All teachers employed by the Board for all teaching assignments shall have and maintain the qualifications as established by State Statute and current regulations as mandated by the State Board of Education. Teachers will be assisted as to securing current information upon request to the Superintendent's Office.

Section 6.2. Notification

Whenever possible, teachers covered by this Agreement shall be notified in writing of their assignment on or before May 15th. If a teacher's assignment is thereafter changed, it shall be considered an involuntary transfer pursuant to the transfer procedures outlined in Section 6.6.

Section 6.3. Assignments

Whenever possible, teachers shall be assigned permanent teaching duties, at the discretion of the Board, upon recommendation of the Superintendent, within the limits of their teaching licenses and major or minor fields of study.

Section 6.4. Emergency By-Pass

Sections 2 and 3 above, shall not apply in emergency situations as recommended by the Superintendent. Emergency being understood as something no longer than one (1) school year at a time. The President of the Association will be notified of such decisions.

Section 6.5. Supplemental Assignments

Any assignments in addition to the normal teaching schedule during the regular school term shall not be obligatory but shall be with the consent of the teacher unless there are no volunteers for unfilled positions. If there are no volunteers for a supervision assignment, the District may hire part-time temporary supervisors that are not part of the bargaining unit. If there are no volunteers or part-time temporary supervisors available, the principal may assign a teacher within the school day to such a position without his/her consent. The assignment shall be only for the length of the school year in effect when the assignment is made unless the affected teacher volunteers to continue in the position beyond that period. Such assignments will be made in seniority order, beginning with the least senior teacher, excluding first year teachers with no previous teaching experience, and moving through the seniority list.

Before a teacher is involuntarily assigned to a position, the principal and staff may decide on an alternate plan.

Teachers involuntarily assigned to supplemental positions who are unable to perform the assignment for that year for legitimate reasons, shall explain to their immediate supervisor the reasons and may be assigned in a subsequent year.

In February or April of each year, the Superintendent will review his/her recommended list of extra duty positions that will best meet the needs of the students in the District for the forthcoming year via the committee process described in Section 3.2 (Professional Concerns Committee) of this Agreement. The Association representatives on the committee will have an opportunity to present their recommendations on extra duty positions at this time.

Section 6.6. Vacancies and Transfers

A. By May 15th of each year, the Superintendent or his/her designee will post on the District Website and in each building, all known teaching vacancies for the forthcoming school year and will update the list as positions become available. Copies of all postings shall be sent to the Association President at the time of the posting. During the summer months, the list of vacancies will be emailed to employees. In addition, teaching vacancies, as they occur during the year, will be posted for at least ten (10) business days (business days shall mean days when the school offices are open for business) prior to making a final decision, as determined by the Superintendent. A vacancy is defined as a position that becomes available after it is determined by the Superintendent or his/her designee that the position is not going to be offered to:

1. A tenured teacher on RIF status,

2. A teacher returning from a Board approved leave of absence,

3. A teacher who has a request on file as covered in Section B of this Article, or;

4. A teacher who has been involuntarily transferred in the past and is still in the "involuntary transfer pool" as per the provisions contained herein,

5. Teachers who volunteer to be part of a rotational group or grades (looping) whereby they retain their students for a period of two or three years, or;

6. Two (2) teachers who volunteer to switch grades for one (1) school year with the right to return to their former positions at the end of the year unless both teachers agree to stay in the positions.

It is recognized that the Superintendent may fill such vacancies prior to a posting period being exhausted in an emergency situation.

B. Teachers who desire to transfer to another building and/or position shall apply in writing to the Superintendent. It is the responsibility of the teacher to withdraw

his/her request in writing if he/she does not wish to be considered beyond a certain time. When it is determined by the Superintendent that a transfer request may be possible or a vacancy occurs in the requested building and position, the teacher will be interviewed for the position and will be informed of the decision in writing as soon as practical. It is recognized that the Board reserves the right to fill or not to fill vacancies. A qualified in-district teacher shall receive consideration and be given preference over an outside applicant of equal qualifications, as determined by the Superintendent.

C. Teachers desiring a transfer to a different grade level within the building in which they are teaching shall apply in writing to the Principal of that building. All such qualified applicants will be interviewed by the Principal. The final decision shall remain with the Superintendent upon consulting with the Principal. Teachers shall be notified in writing.

D. When an involuntary transfer becomes necessary, reasonable effort will be made to find a suitable and qualified volunteer. When an adequate number of volunteers are not obtainable and all aspects of Section E being equal as determined by the Superintendent, District seniority will take priority among the affected teachers. During the regular school year, the affected teachers will have an opportunity to present their views on the proposed transfer before it is implemented, along with their preferences for placement, if such a transfer should take place. During vacation periods, whenever possible, the affected teachers will have an opportunity to present their views on the proposed transfer before it is implemented. Affected teachers will be notified in writing. In addition, the teacher shall submit a summary of those views in writing.

Teachers who have been involuntarily transferred pursuant to this section will have the following rights unless they are on official remediation as a result of an unsatisfactory evaluation:

1. Will be placed in an "involuntary transfer pool" if they so request, in writing, by May 1st of the calendar year following their involuntary transfer.

2. The written request will be filed with the Superintendent or his/her designee on a form provided by the Superintendent's Office. The affected teacher shall retain a copy of the request, along with a copy being placed in the teacher's permanent personnel file in the Central Office.

3. The written request shall provide a priority request by the teacher covering the following three choices:

    a. Return to their former subject area and/or grade level within the building from which they were transferred.

b. Return to the same subject area and/or grade level at a different building.

c. Return to the same subject area and/or grade level in the building they are currently assigned.

4. Teachers in the "involuntary transfer pool" will have their priority request form reviewed by the Superintendent or his/her designee when a position is available after said position has not been offered to a qualified teacher on RIF status or a qualified teacher returning from a Board approved leave. When the review does occur, the decision by the Superintendent shall be based on the seven (7) factors listed in Section E of this Article, with the Superintendent informing the affected teacher of his/her decision and the reason(s) for the decision. A copy of the decision shall be placed in the teacher's permanent personnel file in the Central Office.

5. A teacher will remain in the "involuntary transfer pool" for a maximum period of two (2) years, unless they elect to withdraw, with the withdrawal letter being addressed to the Superintendent.

E. Final decisions on all transfers and vacancies will be those which are not detrimental to the students, as determined by the Superintendent. Selection of staff members for specific positions will be based on the following factors:

1. Relevant teaching experience.

2. Relevant training and skills.

3. Needs of student population to be served (remedial, gifted, etc.).

4. Grade level of student population.

5. Length of continuous service to the District.

6. Recommendations of sending and receiving principals.

7. Compatibility with the teaching team.

F. Teachers transferring to another building will be provided custodial assistance in the moving process on one (1) predetermined day mutually agreed upon by the teacher and the principal prior to the beginning of the school year to set up their room, with that day being paid up to six (6) hours at the rate of the Supplemental Job Schedule (Appendix A). The affected teachers shall coordinate the move with the affected building principals.

ARTICLE VII

WORKING CONDITIONS

Section 7.1. Elementary Preparation Periods

All teachers, when possible, will be given one hundred eighty (180) minutes of planning time during a full week of school, with every reasonable effort being made to provide one (1) planning period each day. If this is not possible, the Board will pay the teacher for the extra regular teaching assignment on a percentage equal to his/her salary other than daily internal substitution assignments that are paid in accordance with Section 7.7.

The Administration will attempt to provide teachers with opportunities for common grade level team planning during the regular school day within the budgetary constraints of the district.

Section 7.1a Elementary Lunch Periods

Elementary school students have a combined fifty (50) minute lunch/recess period, with twenty-five (25) minutes for lunch and twenty-five (25) minutes for recess. This uninterrupted fifty (50) minute period will constitute the teachers' thirty (30) minute duty free lunch and twenty (20) additional minutes to be used for individual preparation time by the teacher.

Each building principal will, as needed, make adjustments to the transition time for students to ensure the teacher's continuous 50-minute period is uninterrupted.

Section 7.2. Middle School Preparation Periods

All teachers, when possible, will be given one hundred eighty-five (185) minutes of planning time during a full week of school, along with one (1) team planning period during a full day, with every reasonable effort being made to provide one (1), thirty-eight (38) minute planning period each full day (thirty-seven (37) minutes on Wednesday). The planning minutes noted above are in addition to the one hundred eighty (180) minutes of personal planning time contained within the early release Wednesdays outlined in Section 7.8 of this agreement. In addition, the Board will pay the teacher for an extra regular teaching assignment beyond the normal six (6) teaching periods and a student intervention or enrichment period, on a percentage equal to his/her per diem salary (calculated on a 185 day work year) other than daily substitution assignments that are paid in accordance with Section 7.7.

Section 7.2a Overload

The Board will pay the teacher if assigned an extra teaching assignment beyond the regular teacher load, on a percentage equal to his/her per diem salary (calculated based on 65,120 work minutes per year) other than daily substitution assignments that are paid in accordance with Section 7.7.

Example of Teaching Overload:

Salary	$41,024
Work Minutes	65,120
Per Minute	.63 (370 minutes per day for 176 days)

Based on the students day of three hundred seventy (370) minutes, overload will be paid at a rate of $0.63/minute multiplied by the number of minutes of overload.

Section 7.3. Class Size

The Board and Association agree that an ideal class size is twenty-five (25) students to one (1) classroom teacher. In the event a class exceeds thirty-four (34) students (or exceeds thirty-seven (37) students in middle school physical education class), and it is determined that such has occurred on a permanent basis (i.e., 18 consecutive school days or more), a teacher aide will be employed on at least a one-half time basis within thirty (30) days following such determination. If a later change in student enrollment results in a class size which is equal to or less than the aforementioned class size numbers, the District may elect to discontinue the employment of the teacher aide by reduction in force no earlier than thirty (30) days following such determination, or may reassign the teacher aide. Whenever a class exceeds the aforementioned class size numbers, either the Association president or the teacher may request a conference with the principal to discuss the situation. If an alternative solution is reached between the Association president and the principal or the teacher and principal (with notice to the Association) regarding the class size, the parties may determine that the employment of a teacher aide is not necessary.

Section 7.4. Unsafe or Hazardous Working Conditions

Teachers shall report, in writing, any concerns regarding unsafe and hazardous working conditions to their building principal. The principal will investigate each report and provide a written response to the teacher, with a copy being provided to the Superintendent.

Section 7.5. Traveling Teachers

Traveling teachers will have the minimum planning time as provided by the contract, along with a scheduled lunch period. Prior to finalizing the scheduling of each traveling teacher, the appropriate principal(s) will schedule a meeting with each teacher for his/her input.

Every reasonable effort will be made by the Administration to schedule adequate travel time depending upon the schedule of the affected teachers.

Section 7.6. Least Restrictive Environment

A. Joint planning time will be scheduled according to the needs of the students as determined by the Superintendent or his/her designee. However, the scheduling of joint planning time shall not include the hiring of additional staff to accommodate such time unless approved by the Board.

B. The level of training deemed necessary for teachers shall be determined by the Administrative Leadership Team in collaboration with the Instructional Leadership Team. The cost ramifications will be reviewed with the Board prior to any final decisions being made by the Superintendent's Office.

C. The need for teacher assistants shall be recommended by the Superintendent after receiving input from the affected teachers. Every reasonable effort will be made to include affected teachers in the interview process of teaching assistants. The final decision on hiring teacher assistants shall remain with the Board.

D. When a new student enters the District, the classroom teacher scheduled to receive the student will be included in the transition planning prior to the arrival of the student in the classroom whenever possible.

Section 7.7. Internal Substitution

Whenever a teacher is first requested or later assigned to give up his/her scheduled planning period, including planning time beyond the required thirty (30) minute duty free lunch period, the affected teacher will be compensated at the following rate: $16.00 for up to thirty (30) minutes and $32.00 for up to sixty (60) minutes.

Section 7.8. Early Release

Each Wednesday students shall be released fifty (50) minutes early and teachers will remain forty (40) minutes beyond the end of the normal school day to provide a 90-minute block of time to be used as set forth below. Teachers will have the right to leave at the end of the ninety (90) minutes.

- One (1) Wednesday per month shall be set aside for a faculty meeting.

- One (1) Wednesday per month shall be set aside for team planning with activities related to district and school improvement priorities determined by the Administrative Leadership Team in collaboration with the Instructional Leadership Teams. Elementary special teachers will have this day designated as personal plan time.

- One (1) Wednesday per month shall be set aside for differentiated professional development with activities related to district and school improvement priorities determined by the Administrative Leadership Team in collaboration with the Instructional Leadership Teams. Teachers can team plan when the professional development does not apply to them as determined by the Administrative Leadership Team.

- One (1) Wednesday per month shall be set aside for personal planning time for teachers.

- In months with five (5) Wednesdays, activities on the fifth (5^{th}) Wednesday shall be set aside for personal planning time for teachers.

- One (1) Wednesday each trimester shall be set aside as time to be used by teachers to manage student data and report cards, without requiring teachers to choose between this early release day and other competing interests (such as training being planned on the same day). This early release time shall be recognized as extra planning time for teachers.

The Administrative Leadership Team shall, collaboratively and on an annual basis, determine the specific calendar order of Wednesdays as defined above.

Section 7.9. Professional Work Day

Teachers shall have a professional workday defined to require teachers to arrive fifteen (15) minutes before the scheduled start of the student day (late bell) and remain until fifteen (15) minutes after student buses are scheduled to depart. The additional time before and after school shall be for completion of the teacher's professional duties, including being available to Administrators, colleagues, parents, or students for educational purposes. The only exceptions to this provision shall be Section 7.8 above, bus duty as covered in Section 12.10, and Parent-Teacher Conferences and Curriculum Night as noted below.

Special Education

Collaborative efforts among the staff and Administration are encouraged to create opportunities for Administration and staff to try to hold special education parent meetings within the school day.

Related services and special education teachers can use one (1) day per trimester to complete paperwork related to their caseload with the approval of their principal. These days may be used in half-day increments.

E-learning

If the district has adopted an E-learning program approved by the Regional Office of Education, the Superintendent or designee may use an E-learning day "in lieu of" an emergency day. E-learning days can be used at the district or individual building level, depending on the emergency, i.e., inclement weather, water main break at individual building, power outage at individual building, etc.

Parent-Teacher Conferences

The District shall have two (2) nights designated for parent-teacher conferences, to be scheduled for five (5) hours each night. On those school days, there will be an early dismissal. The Administration and the Association shall jointly decide on which nights to schedule parent-teacher conferences each year.

Curriculum Night

Teachers shall be required to attend Curriculum Night at their respective school.

Section 7.10. School Year

The first and last day of student attendance shall be a full day. Newly hired teachers will be required to work, as a condition of employment, up to two professional workdays prior to the beginning of the school year.

Section 7.11. Saturday In-Service

The Board may offer up to four (4) Saturday in-service opportunities for teachers. Participation in such opportunities shall be voluntary on the part of the teachers. Teachers who choose to participate in these in-service days shall be paid in accordance with Appendix A.

Section 7.12. Time for Professional Development

The first institute day and the two (2) professional development days for each work year shall be structured as follows. The first institute day and the first professional development day shall each be scheduled as one (1) of the first two (2) workdays of the school year. The first institute day shall be utilized for two (2) or less hours of District business, two (2) or less hours of building business, and the remainder of the workday for team planning.

The first professional development day shall be utilized for purposes consistent with the implementation of the school improvement plan as determined by the building instructional leadership team in accordance with State of Illinois requirements.

The second professional development day shall be scheduled during the school year by the District to work on District initiatives. The District shall make a good faith effort to take

the steps necessary so that the professional growth opportunities presented to teachers may be counted toward credit for the teacher's recertification plan if such meets the certificate renewal plan guidelines. The remaining institute days shall be scheduled during the school year by the District.

Specific to special education staff and related service, the Administration agrees to schedule at least one (1) annual in-service opportunity pertaining to the staff development needs of special education teachers regarding special education policies, procedures, and practices. A staff survey may be sent out to determine individual staff needs, which will be in good faith considered by the Administration when scheduling future in services.

In addition to the above, the District may purchase a maximum of three (3) additional workdays each work year for purposes of professional development as determined by the District. Such additional workdays may be scheduled as full workdays or half workdays provided no more than three (3) calendar days shall be scheduled in any single work year, whether full day or half day. Teachers who are required to participate shall be paid their individual per diem rate for each full workday or a pro-rated portion for each half workday. The District may schedule such additional workdays for the entire bargaining unit, or some lesser group as determined by the District. In so doing, the District shall not be arbitrary or capricious in selecting such groups, but shall do so in accordance with the legitimate needs of the District. Such additional workdays shall be scheduled on a business day immediately preceding, during, or immediately following the school year, but shall not be scheduled on a legal school holiday, nor during winter recess or spring recess. In addition, any staff member or group of staff members may submit a request for planned activities to be considered by the District for professional development days for which the Board retains full discretion in granting or denying such requests without precedent.

The aforementioned plan to combine institute days, professional development days, and additional purchased workdays represents an attempt by the Board and the Association to provide more time for staff participation in District initiatives, building initiatives, and school improvement for the benefit of the staff and students. As a result, the parties agree to evaluate the effectiveness of the plan on an annual basis. Such evaluation shall be planned and conducted by the Professional Concerns Committee and shall be completed annually no later than the February meeting of the Professional Concerns Committee.

Section 7.13. Access to the Classroom

For the purposes of setting up the classrooms, teachers shall have access to classrooms for at least five (5) business days prior to the first required teacher institute day. Should a building or classroom be unavailable five (5) business days prior, whether due to construction or other unforeseen circumstances, teachers affected by the delayed access to classrooms would be compensated in the amount of $100.00.

ARTICLE VIII

TEACHER EVALUATION

Evaluation procedures and documentation shall be in accordance with the Keeneyville School District 20 current Teacher Evaluation Plan as agreed upon by the Joint Performance Evaluation Reform Act (PERA) Committee as governed by the requirements of the Illinois School Code and its administrative regulations.

ARTICLE IX

TENURED TEACHER DISCIPLINE

Section 9.1. Discipline or Termination of a Tenured Teacher

Discipline, including suspension without pay, up to and including termination of any tenured teacher, shall be for just cause and preceded by:

A. In the case of termination, the complete execution of the evaluation procedure;

B. A conference with the teacher by the appropriate administrator prior to taking any action;

C. A statement of reasons for the discipline, up to and including termination, communicated in writing to the teacher;

D. A complete review of the teacher's personnel file with the teacher and his/her representative if the teacher so chooses.

In an emergency situation, as determined by the Superintendent and Board of Education, a teacher may be temporarily removed for up to three (3) days pending compliance with A through D above. When a teacher is removed, the President of the Association will be informed as to the circumstances by the Superintendent as soon as it is practical, along with preserving a teacher's right to a hearing before the Board.

Section 9.2. Suspension of Tenured Teacher

A tenured teacher may be suspended with pay, fringe benefits, and all other benefits provided by the contract, pending the determination of any disciplinary action, or dismissal.

Section 9.3. Personnel File Contents

Each teacher shall have the right, upon request to the Superintendent or his/her designee, to review the contents of his/her permanent personnel file during the regular office hours of the Central Office, except for confidential letters of recommendation. No adverse information may be placed in the permanent file without first showing the teacher the document. All such material shall be placed in the file within twenty (20) workdays of the occurrence, and the teacher shall have twenty (20) workdays from the date the materials were placed in the file to attach a rebuttal to any adverse materials.

Section 9.4. Misconduct Meeting/Notification

See Section 4.8 of this Agreement for teacher rights regarding Association representation and notice of meeting, both of which are also applicable to this Article.

Section 9.5. Dismissal of Tenured Teacher

With respect to the dismissal of a tenured teacher, such dismissals shall be processed and reviewed in accordance with the Illinois *School Code* and the rules and regulations of the Illinois State Board of Education, and shall not be subject to the grievance procedures of this Agreement.

ARTICLE X

PROFESSIONAL GRIEVANCE PROCEDURE

Section 10.1. Definitions

A. "Grievance" is a claim by the Association or teacher(s) that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

B. All time limits shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days. School days for the purpose of this Agreement shall mean teacher employment days. Business days shall mean days when the school offices are open for business. During summer breaks, time limits shall consist of business days.

C. The parties hereto acknowledge that it is usually most desirable for a teacher to resolve problems through free and informal communications. Before a teacher and/or the Association file a grievance, the teacher and/or the Association representative must meet with the immediate supervisor and/or Principal to discuss the alleged contract violation. When requested by the teacher, an Association representative may accompany the employee to assist in the informal resolution of the grievance. Any teacher or group of teachers may at any time present grievances to the District and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement, and provided that the Association has been given an opportunity to be present at such adjustment.

Section 10.2. Procedures

If, however, such informal processes fail to satisfy the teacher, a formal grievance may be processed as follows:

A. Step A - The teacher and/or Association must present the grievance in writing within thirty (30) days of the reasonable discovery of the occurrence of the complained event. The grievance must be presented to the supervisor or principal immediately involved.

Informal Resolution: In order to provide the Administration and Association the ability to attempt resolution of issues through free and informal communications, the Board and Association agree that the remaining timelines as set forth below in this Article shall not begin until either party declares in writing that informal problem solving communications with respect to the specific issue have ended.

If either party declares that the aforesaid informal problem solving has ended, the immediately involved principal shall be informed of such declaration in writing. The principal shall then arrange a meeting to take place within five (5) days after receipt

of such written declaration. The Association's representative, the aggrieved teacher, and the immediately involved supervisor or principal shall be present for the meeting. The supervisor or principal shall provide a written answer to the grievance to the aggrieved teacher and the Association within five (5) days after the meeting. This answer should include the reasons for the decision.

B. Step B - If the grievance is not resolved at Step A, then the teacher and/or Association may submit the grievance in writing to the Superintendent within six (6) days after receipt of the Step A answer, or within eleven (11) days after the Step A meeting, whichever is the latter. A copy of the grievance shall be given to the supervisor or principal involved in Step A. If the grievance is submitted to the Superintendent, then a copy of the decision in Step A shall also be filed with the Superintendent. The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee and the teacher to take place within ten (10) days after receipt of the request to initiate Step B. Each party shall have the right to include in its representatives such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. All parties in Step A shall have the right to participate. Upon conclusion of the meeting, the Superintendent shall have five (5) days in which to provide a written decision with the reasons to the teacher.

C. Step C - If the grievance is not resolved at Step B, then the teacher and Association shall submit the grievance in writing to the Board or its official designee within six (6) days after receipt of the Step B answer, or within eleven (11) days after the Step B meeting - whichever is the latter. A copy of the grievance shall be given to the Superintendent. If the grievance is submitted to the Board, then a copy of the decision in Step B shall also be filed with the Board. The Board shall arrange for a meeting with the representatives of the Association's Grievance Committee and the teacher to take place at the next regularly scheduled Board meeting or a special Board meeting after the receipt of appeal. Said meeting shall be held within thirty (30) days of receipt of the grievance. Each party shall have the right to include in its representatives such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. All parties in Step B shall have the right to participate. Neither party may present any material, allegation or remedy that was *not* presented in Step A. The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting. Upon conclusion of the meeting, the Board shall have five (5) days in which to provide its written decisions with reasons to the teacher and Association.

D. Step D - If the Association is not satisfied with the disposition of the grievance at Step C, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request to the Superintendent within ten (10) days from receipt of the Step C response. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association.

1) Neither the Board nor grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed in the previous steps.

2) Each party shall bear the full costs of its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association.

3) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and the Association. Nothing herein shall preclude the use of expedited arbitration procedures by mutual agreement of the Board and Association.

4) Either party may make public the findings of the arbitrator.

5) The arbitrator's decision shall be presented in writing to the grievant and the Superintendent, with copies to the Association and Board. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement.

Section 10.3. General Conditions

A. Bypass to the Superintendent. If the teacher and the Superintendent agree, Step A of the Grievance Procedure may be bypassed, and the grievance brought directly to Step B.

B. Class Grievance. Any grievances involving one or more teachers or one or more supervisors (or principals) and grievances involving an administrator above the building level may be initially filed by the Association at Step B.

C. Association Participation-Teacher Represented. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present, unless such representation is waived by the teacher. In the event a teacher waives representation, the Association can have an observer present at scheduled meetings.

D. No Reprisals Clause. No reprisals of any kind shall be taken by the Board, Administration, or the Association against a teacher because of his/her participation or lack of participation in his/her grievance procedure.

E. Grievance Withdrawal. A grievance may be withdrawn at any level without establishing precedent.

F. Extension of Time Limits. The parties may mutually agree to extend the time limits at any step.

G. Timeline Guidelines. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal, and the Administration's failure to give a written decision within the prescribed time limits shall permit the grievant to move to the next step.

H. Records. Any permanent records of a grievance shall be filed separately from the personnel file.

I. Investigation Procedures. The Board and the Administration shall not inhibit the Association in its investigation of any grievance; however, the Association shall not interrupt the instructional and regular duties of the teachers within the District.

J. Should the processing of any grievance require that a teacher or that an Association representative be released from his/her regular assignments, he/she may be released without loss of pay or benefits upon approval of the Superintendent. Failure of the Superintendent to give his approval shall cause the grievance hearing to be held at a time outside the normal school day.

ARTICLE XI

LEAVES

Section 11.1. Sick Leave

Full-time teachers who are not job-sharing pursuant to Section 11.9 shall be entitled to a total of thirteen (13) sick leave days per school year without loss of pay. Accumulation of unused sick leave days shall be unlimited. Sick leave shall be interpreted to mean personal illness, mental or behavioral complications, quarantine at home, or illness or death in the immediate family or household. The “immediate family” for purposes of this Section shall include parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, daughters-in-law, sons-in-law, domestic partners, a “party to a civil union” as defined in Illinois law, and legal guardians. The Board may consider granting a teacher who has provided a notice of intent to retire prior to the beginning of the teacher's last year of employment in the District, along with an irrevocable letter of resignation effective at the end of the school year identified, a sick day “gift” on a case-by-case basis.

The parties agree that teachers may elect to use sick leave for one additional person not mentioned in this Section, provided such additional person must be designated annually by the teacher and further provided such person resides with the teacher. Such designation shall be by means of a form to be developed by the District in which the teacher identifies such person and verifies that such person resides with the teacher. The District may require the teacher to provide two (2) pieces of information to verify that the person so designated resides with the teacher. In the event such additional information creates a reasonable suspicion regarding the question of residency, the District may take reasonable steps to further verify residency. Furthermore, such designation shall be valid for a period of one year or the period of time such person resides with the teacher, whichever is less. An annual renewal must be submitted by the teacher in order to be eligible for the “additional person” provisions of this Section. A new designation shall not be permitted until twelve (12) months following the date of the prior designation regardless of any change in circumstances. Sick leave shall also be available for use by the teacher for the relationships specifically mentioned in this Section as those relationships correspond to the family of the designated additional person.

In addition to the above, a teacher may request to use sick leave for any person not mentioned in this Section or not otherwise designated as provided for in this Section. Use of sick leave pursuant to such request must be with the Superintendent’s prior written approval. The granting or withholding of such request shall be within the sole discretion of the Superintendent and his/her decision shall not be considered precedential with respect to any other request.

Section 11.2. Personal Leave

Five (5) days of noncumulative personal leave shall be granted to all full-time teachers who are not job-sharing pursuant to Section 11.9. If these days are unused at the end of each year, the teacher shall have the choice of allowing the days to accumulate as sick leave or being paid the prevailing rate for a substitute teacher. The Business Office shall be informed of the teacher's decision on or before June 1. The use of personal days may be denied within the discretion of the Superintendent for the following reasons:

A. Requests made for school days which are the first or last day of the school year, or the school day prior to or following a holiday or vacation. All requests will be considered for approval or disapproval.

B. Inability of the administrative staff to secure a substitute teacher.

Requests to use two (2) or more personal days consecutively must be submitted five (5) school days in advance and, even with the appropriate 5-day notice, may be denied by the Superintendent. Although approval of personal leave by the Superintendent is discretionary for the above reasons (A and B), and for requests of two (2) or more consecutive days, the Superintendent is encouraged to approve such personal leave requests if the teacher provides at least two (2) weeks advance notice and no more than two (2) teachers are absent from the same building for personal leave. If approved, such approval shall be on a first come, first serve basis. For purposes of this provision, Greenbrook Elementary School and the Early Childhood Center shall be considered one building.

If a teacher requests a personal absence in addition to the maximum allowed, and approval is granted by the Superintendent, the deduction from the teacher's pay shall be at a rate of 1/181 of the teacher's salary. No deduction, however, shall be made for approved absences due to the observation of recognized religious holidays.

Section 11.3. Accident/Injury Leaves

In case of an accident or injury arising out of and in the course of employment, the involved teacher shall make every effort to report to his/her principal or Superintendent preferably within twenty-four (24) hours, but no later than forty-eight (48) hours, after the occurrence and shall make every effort to file a written report with the Superintendent within seven (7) days of such accident or injury. The Board shall continue the teacher's wages in full until Workmen's Compensation payments begin; and after such payments begin, the Board shall pay the difference between Workmen's Compensation payments and the contractual salary of the teacher for a period not to exceed one hundred twenty (120) days. All such payments shall be without reduction in accumulated sick leave of the teacher. The District will not pay the "difference" in the following situations:

A. Non-school sponsored recreational activities.

B. Employees under the influence of alcohol and/or illegally controlled substance.

Section 11.4. Maternity/Paternity Leave Related to Birth and Adoption

Any licensed employee who becomes pregnant or adopts a child under the age of seven (7) years old, or whose spouse/partner becomes pregnant, shall, upon written request, be entitled to use his/her available paid leave days for a leave of absence related to such birth or adoption for a maximum of thirty (30) days or for a period of disability related to such birth, whichever is greater, subject to the following conditions:

1. The employee shall advise the Superintendent or his/her designee in writing of the pregnancy no later than the sixth month (6th) of pregnancy. For leaves beyond thirty (30) days due to disability, the employee will be subject to continuing status reports by the employee's or spouse's/partner's physician as to health and ability to continue teaching for a specific amount of time prior to the leave and, upon taking pregnancy leave and selecting a date to return or take a child care leave, said physician shall verify that the period of disability has ended (or is continuing beyond the anticipated date of return). The above procedure does not preclude the Board's right to require a physician's certificate from a physician selected by the Board and the filing of timely reports as may be deemed necessary by the Board pursuant to Section 24-6 of the Illinois *School Code*. If a physical is required by the Board, such expense shall be paid by the Board.

2. Any employee desiring parental leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or his/her designee informed of the status of the proceedings and as soon as known, the expected date of the delivery of the child.

3. The employee's seniority is not affected by the leave during the period of time mentioned above. For probationary employees, however, leave which results in the employee teaching for less than one hundred twenty (120) days within a school year shall result in a loss of probationary service credit for that school year relating to accruing time toward tenure status. However, previous years of probationary service shall not be lost if the employee returns to teach for at least one hundred twenty (120) days during the school year immediately following the leave. The final decisions governing the granting of tenured status will be determined by the Board upon recommendation of the Superintendent.

4. For leaves beyond thirty (30) days due to disability, the leave shall be for a period of time as certified by the employee's doctor.

5. Employees may use accumulated sick leave for thirty (30) days related to birth and adoption and for periods of disability related to birth.

General Conditions Affecting Pregnancy Leaves

1. Notification by the employee of her intent to return from leave must be according to the following timetable:

   A. Prior to taking leave, the employee will inform the Superintendent or his/her designee as to her anticipated date to be physically able to return to work, as verified in writing by the physician, if a childcare leave hasn't been requested.

   B. Confirmation of the actual date that a teacher is released by the physician to return to work must be provided to the Superintendent or his/her designee, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date of return to work should be provided to the Superintendent or his/her designee so as to ensure a continuity of instruction.

   C. Employees who are returning to work immediately following a pregnancy leave shall return to their regularly assigned position.

Section 11.5. Child Care Leave

A parental leave of absence without pay shall be granted to tenured employees by the Board subject to the conditions below.

Upon written request submitted to the Superintendent by a teacher, at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the Superintendent), the Board will grant an unpaid child care leave, up to a maximum of the remainder of the school year in progress and the subsequent school year, subject to the following conditions:

1. Child care leave applies to newborn babies or newly adopted children under the age of seven years.

   A. Any employee desiring child care leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or his/her designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

2. The employee and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of the child care leave taking into account the continuity of the instructional program for students.

3. Sick leave is not available for use during a child care leave.

4. Salary and all fringe benefits cease at the commencement of the unpaid child care leave; however, insurance coverage may be kept in effect by the employee during the term of the child care leave, so long as the employee makes the required monthly premium payments to the District during the leave period provided this paragraph shall not be construed so as to diminish the rights of the teacher under the *Family Medical Leave Act* ("FMLA"). The employee shall notify the Superintendent or his/her designee in writing of her election to continue insurance, at her own expense, at least thirty (30) days before the child care leave begins.

5. For purposes of compensation, annual percentage increases will be allowed according to the following:

   A. For any school year in which a teacher actually works ninety-one (91) or more days of the school year, the teacher shall be entitled to the full percentage increase in salary for said year as provided by this Agreement, with the amount of paid salary pro-rated based on the number of days worked. Paid leave days shall count toward pro-ration for payment of salary but shall not count toward achieving ninety-one (91) or more workdays.

   B. For any school year in which a teacher actually works less than ninety-one (91) days of the school year, the teacher shall only be entitled to 50% of the percentage increase in salary for said year as provided by this Agreement, with the amount of paid salary pro-rated based on the number of days worked. Paid leave days shall count toward pro-ration for payment of salary but shall not count toward achieving ninety-one (91) or more workdays.

6. The employee's seniority is not affected by the child care leave. However, if a non-tenured teacher is granted child care leave, he/she remains a probationary teacher while on leave and shall be required to complete the full probationary period upon returning to the school district. In addition, a non-tenured teacher on child care leave shall be subject to reduction-in-force if such a decision is made by the Board. Any teacher returning from such leave shall retain their previous seniority, but shall not accrue seniority while on such leave.

7. At the termination of any child care leave, an employee may return to full-time employment for a period of at least one full school year before an additional child care leave request may be approved.

General Conditions Affecting Child Care Leave

1. Written notification shall be made by the employee to the Superintendent or his/her designee at least three (3) months before the leave is to begin (unless exceptions herefrom are granted by the superintendent) designating the commencement and termination of the child care leave.

2. An employee granted a child care leave shall be entitled to a teaching position for which he/she is qualified and licensed, upon his/her return from said leave.

3. Failure of an employee to notify the Superintendent or his/her designee of her intent to return according to the provisions of this section shall be considered as a resignation.

Section 11.6. Short-Term Leave of Absence

A short-term leave of absence, without pay, may be granted by the Board, upon recommendation of the Superintendent, for reasonable purposes up to thirty (30) days, unless otherwise specified in the recommendation, provided the teacher has submitted the request in writing stating the reasons for the personal leave. A thirty (30) day extension may be granted upon request if the same reasons still exist after the first leave is expired.

Section 11.7. General Leaves

A one (1) school year leave of absence, without pay or Board paid benefits, may be granted by the Board, upon recommendation of the Superintendent. Normally, such requests should be in to the Superintendent no later than February 1st of the previous year, unless an emergency situation arises as determined by the Superintendent. The request must include the reason for the leave and other information as deemed necessary by the Superintendent. The final decision as to approval or disapproval shall remain with the Board, with any approval not establishing a precedent for subsequent decisions.

The following general conditions shall prevail when approval is granted:

A. Teachers on approved leaves may participate in available insurance programs but at their own expense. Teachers on leave will retain their salary schedule position and accumulated sick leave, but cannot use the accumulated sick leave during the leave of absence. Teachers on leave will *not* accrue seniority credit during the leave.

B. On or before February 1st of the year the leave is in effect, the teacher shall give written notice of intent to return. Notice shall be sent to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic.

C. Teachers who return from an approved leave shall be placed in an available position in accordance with their certification. Prior to making the decision, the affected teachers will be requested to provide their grade level and/or subject area preference, with the final decision on their assignment remaining with the Superintendent. It is understood that teachers on approved leaves are not exempt from a reduction in force decision by the Board of Education.

Section 11.8. Bereavement Leave

In addition to sick leave, a Teacher shall be allowed, at his/her option up to four (4) days per occurrence without loss of pay for an absence due to a death in the immediate family. At the discretion of the superintendent, the use of one (1) sick day may be granted to provide additional time for bereavement or tending to essential matters of estate.

Immediate family is defined as parents, spouse, brothers, sisters, children, step-children, aunt/uncles, nieces/nephews, grandparents, grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, “party to a civil union” as defined in Illinois law, domestic partner, designated household member, and legal guardian.

A Teacher shall be permitted to use sick leave days for the purpose of essential traveling obligations directly related to the death causing the use of such sick leave for bereavement.

Section 11.9. Job Sharing

Job sharing shall be defined as a voluntary program which affords two (2) tenured teachers the opportunity to apply to share a full-time teaching position.

Interested teachers shall be required to submit a written application and proposed plan with sufficient detail for consideration by the Superintendent.

Job share applications shall be submitted to the Superintendent after January 1st but no later than March 1st of the school year prior to the proposed commencement of the job share.

The Board shall approve or deny the application no later than May 1st.

Job share positions shall be for one (1) full school year. Reapplication for successive or subsequent job sharing shall be required in accordance with the same terms of this Agreement for initial applications.

Job share participants shall notify the Superintendent in writing after January 1st, but no later than February 15th, of their intent to return to full-time employment.

The job sharing plan shall include teaching responsibilities and professional responsibilities including, but not limited to, work hours, workdays, substitution procedures, staff meetings, District meetings, planning time, lunch, in-service days, parent conferences, field trips and all other school related meetings or activities typically expected of full-time teachers.

The tenure status of the teacher shall not be affected by job share. However, seniority shall be pro-rated.

Unless otherwise specified below, all compensation, fringe benefits, seniority and leaves shall be pro-rated in accordance with this Agreement unless percentage of employment renders the teacher ineligible.

Job share teachers shall each be granted six (6) days of sick leave per school year in accordance with Section 11.1, and three (3) days of personal leave per school year in accordance with Section 11.2.

Job share teachers shall continue to be evaluated in accordance with the evaluation process for full-time teachers.

Each job share application shall be granted or denied within the sole discretion of the Board of Education. The granting or denying of such requests shall be non-precedential and non-grievable.

In the event the employment of a participating teacher ceases during the job share for any reason(s), the Superintendent shall have the option to allow the teacher to secure a new job share partner subject to Board approval, require the teacher to return to full-time employment or allow the teacher to resign.

ARTICLE XII

PROFESSIONAL COMPENSATION, INSURANCE, AND RELATED PROVISIONS

Section 12.1. Teacher Compensation

Teacher compensation increases for the duration of this Agreement shall be as follows:

Year 1 (2024-2025)

Each teacher who was employed as a teacher for the 2023-2024 school year and returns to employment as a teacher for the 2024-2025 school year shall receive a base salary increase of 5.0% plus $1,500.

Year 2 (2025-2026)

Each teacher who was employed as a teacher for the 2024-2025 school year and returns to employment as a teacher for the 2025-2026 school year shall receive a base salary increase of 5.0 %.

Year 3 (2026-2027)

Each teacher who was employed as a teacher for the 2025-2026 school year and returns to employment as a teacher for the 2026-2027 school year shall receive a base salary increase of 4.5%.

Year 4 (2027-2028)

Each teacher who was employed as a teacher for the 2026-2027 school year and returns to employment as a teacher for the 2027-2028 school year shall receive a base salary increase of 4%.

Longevity Bonus

In addition to salary, the District shall pay a longevity bonus for those teachers, both full-time and part-time, who have demonstrated loyalty to the District by completing the following number of full-time or part-time years of service in the District as follows:

10th year – $500 longevity bonus
15th year – $500 longevity bonus
20th year – $500 longevity bonus
25th year – $500 longevity bonus
30th year – $500 longevity bonus
35th year – $500 longevity bonus

The bonus is a one-time payment that the teacher shall receive at the end of their 10th, 15th, 20th, 25th, 30th or 35th year, to be reflected as a lump sum payment on the June 15th payroll of the respective year. Any teacher who achieves the aforementioned years of service shall be entitled to longevity bonus payments without regard to whether the teacher is also participating in the District's Lump Sum Post Retirement Payment plan.

Section 12.2. Salary Hiring Grid and Experience Credit

Newly hired teachers shall be placed on the respective hiring grid (attached as Appendix C) in accordance with the following guidelines:

The Superintendent shall have full discretion to determine initial placement for newly hired teachers provided such new teachers shall be placed on the proper lane based on verified educational credit consistent with the requirements of the District. In addition, if full credit is not offered to a new teacher, the Superintendent shall be required to inform the new teacher of what their full credit placement would have been.

A. Such teachers shall be placed on the educational lane consistent with the teacher's actual degree and hours; and

B. Any teachers hired on or after July 1, 2012, shall not be placed on a step higher than a teacher hired prior to July 1, 2012.

Section 12.3. Car Expense Reimbursement

Teachers who operate their personal vehicle:

A. Who are requested by the Administrator to attend student staffings conducted on a regular teaching day outside the District, or

B. Who are designated by the Administration to represent the District at official meetings outside the District, and if required to travel between attendance centers as part of their regular assignments, shall be reimbursed at the current Internal Revenue Service approved rate as made public on July 1 of each fiscal year, which shall prevail for the school term. All teachers requested to use their vehicles must provide adequate proof of their current liability insurance coverage as determined by the Superintendent, if so requested.

Section 12.4. Credit for Attainment of Approved Graduate Hours and/or Graduate Degrees

Credit for educational attainment shall be as follows, provided that a teacher meets the requisite criteria set forth below:

- A teacher who attains additional educational credit for BA +15 will receive an additional $1,000 on his or her base salary.

- A teacher who attains additional educational credit for MA will receive an additional $5,000 on his or her base salary.

- A teacher who attains additional educational credit for MA +15 will receive an additional $2,000 on his or her base salary.

- A teacher who attains additional educational credit for MA +30 will receive an additional $4,500 on his or her base salary.

Credit for Approved Graduate Hours and/or Graduate Degrees shall be pre-approved by the Superintendent or his/her designee, who, if the Superintendent appoints a designee, the Superintendent shall notify the President of the Association of such appointment, in accordance with the following criteria:

(A) Must either be or be related to:

- A master's degree in education; or

- A master's degree in teacher's major or minor field; or

- A certificate of advanced study (CAS); or

- The teacher's teaching assignment, which in the opinion of the Superintendent or his/her designee, shall improve the teacher's ability. The Superintendent or his/her designee shall not arbitrarily decline or approve any graduate course related to the teacher's current assignment or other aspects of education courses; and

(B) Must be taken at an accredited educational institution; and

(C) May include distance learning courses as part of an accredited master's degree program and distance learning courses after the affected teacher obtains a master's degree provided that such hours meet the standard set forth in A above (*e.g.*, internet; audio; video; correspondence; virtual classroom); and

(D) Shall be a graduate level course; and

(E) Must attain a grade of "B" or higher or "pass" in a "pass or fail" course.

Teachers who at the time of first employment with the District were already taking a course, or participating in a master's degree program, or have obtained a master's degree or CAS shall be deemed to have taken the course(s) or master's degree program with

pre-approval provided that the coursework or master's degree program satisfy the criteria contained in A through E above.

Once a course or program has been approved for a teacher by the Superintendent or his/her designee, approval shall not be withdrawn due to a later determination that such course or program no longer satisfies the criteria appearing in A through E above, unless such withdrawal occurs prior to the teacher incurring any costs for the course or program, or prior to the teacher beginning attendance of the course or program, whichever occurs first.

Notwithstanding the above, individual coursework or degree programs may be approved for credit for non-eligible reasons provided such shall be approved on a non-precedential basis, within the discretion of the Superintendent or his/her designee and taking into consideration the needs of the District at the time of approval.

The course(s) or the degree program(s) must be approved by the Superintendent or his/her designee in writing prior to the beginning of the course(s) or the program(s) and must be submitted to the Superintendent or his/her designee in writing for approval no later than fourteen (14) calendar days prior to the beginning of the course(s) or program(s). (See Appendix D.) The Superintendent may waive the fourteen (14) day requirement, if in his/her discretion, an emergency situation, caused a teacher to fail to submit course(s) or program(s) for approval within the fourteen (14) day requirement. In order to meet the submission requirements of this Section, the teacher must submit the completed appropriate form(s) provided by the Administration; the educational institution's course, master degree program, or CAS description; and the number of hours associated with the course(s), master's degree program, CAS, or a program for an administrative endorsement on the Professional Educator License pursuant to Section 21B-25(2)(A)-(E) of the Illinois *School Code*, as determined by the educational institution.

In order to obtain credit, the teacher must submit evidence of successful completion of the degree program or of the appropriate number of coursework hours completed prior to August 15th or December 15th of the school year in which the degree program or coursework was completed on a form provided by the District, with an official transcript from the educational institution indicating the coursework completed or the degree awarded by the institution no later than September 30th or January 30th . If completed prior to August 15th, the credit will be reflected in the August 31st payroll. If completed prior to December 15th, the credit will be reflected in the January 15th payroll.

Section 12.4a Tuition Reimbursement

Teachers shall be eligible for tuition reimbursement. Tuition Reimbursement shall be subject to the same terms for lane advancement as specified above. The District shall establish a non-accumulating pool of $50,000 per fiscal school year (July 1-June 30) for tuition reimbursement for courses taken during the fiscal year. Reimbursement shall be calculated on the basis of seventy-five percent (75%) of the then prevailing NIU per graduate credit hour rate paid by the teacher. Tuition reimbursement shall be limited by

a cap of nine (9) credit hours maximum per teacher per fiscal year. Reimbursement shall be calculated and paid within ninety (90) days of the close of the fiscal year in which the courses were taken. If the number of requests exceeds the formula for reimbursement, such reimbursement shall be pro-rated. Unreimbursed or partial reimbursed courses shall not be eligible for reimbursement except in the fiscal year in which the courses are completed.

If the teacher resigns from employment with the District before completing one (1) complete school year of employment with the District after the school year during which the teacher received a reimbursement payment, the teacher must repay the full reimbursement amount back to the District and such repayment may be deducted from the teacher's final paycheck with the District provided the teacher signs a repayment agreement at the time of the deduction in accordance with the *Illinois Wage Payment Collection Act*.

Course Approval for Credit & Tuition Reimbursement Pre-approval Form

Graduate Credit & Tuition Reimbursement Claim Form

Section 12.5. TRS Sheltered

The amount of member contribution required to be paid by each teacher to the Teacher's Retirement System of the State of Illinois (TRS) by means of payroll deduction shall be tax sheltered and paid directly to the TRS.

Section 12.6. Pay Periods

A. All teachers must inform the Business Office of their selection of being paid in twenty-four (24) installments over twelve (12) months or in twenty (20) installments over ten (10) months on or before June 30 for the subsequent school year. All new teachers shall declare their selection at the time they are employed.

B. Teacher pay dates shall be on the 15th and on the last day of a calendar month. If such days fall on a weekend or holiday, the teacher pay day shall be the preceding day.

C. During the summer period, the supplemental pay schedule will be the 15th and the last day of the month unless otherwise required by law (e.g. Title I).

Section 12.7. Health, Dental, and Life Insurance

A. The Board shall provide each teacher with individual or family insurance coverage to include: hospitalization, major medical, and dental insurance, subject to the teacher premium contributions appearing in Paragraph B below. Teachers shall have the right to elect either a PPO or an HMO approved by the Board in consultation with the Association. Such consultation shall take place prior to any official action. For eligible teachers who elect to enroll in the District's insurance,

such insurance shall begin on the first day of employment. Additionally, teachers for whom employment with the District expired as a result of either resignation, retirement, or non-renewal from the District for reasons other than cause, the insurance provided pursuant to this Section shall continue via COBRA through the month of August following the teacher's final school year of employment, provided such teacher was enrolled in such insurance during such final year and elects COBRA. The District's payment for insurance through COBRA shall discontinue as of the end of August following the teacher's final school year of employment or at such time as the teacher becomes eligible for insurance through another employer or TRS, whichever occurs first. In the event of discontinuation of insurance, the District shall provide each eligible teacher with information and required documentation regarding possible continuation of insurance pursuant to COBRA.

Teachers shall be permitted to opt out of health insurance coverage during the period of annual open enrollment, except for mid-year hires who may opt out at the time of employment.
Teachers opting out may re-enroll in health insurance coverage during the period of annual open enrollment unless enrollment is otherwise required by law.

B. Each teacher electing individual health insurance coverage shall pay seven and one-half percent (7.5%) toward the individual health insurance premium (PPO or HMO) and the Board shall pay the remaining portion of the individual health insurance premium. Each teacher electing family health insurance coverage shall pay forty percent (40%) toward the family health insurance premium (PPO or HMO) and the Board shall pay the remaining portion of the family health insurance premium. If at any point during the life of this Agreement, the parties shall monitor the cost of a single coverage plan and the cost of a family coverage plan with respect to implications of the Affordable Care Act including, in particular, the excise tax on high cost employer-sponsored health coverage (the so-called "Cadillac Tax"). In the event the parties determine that there is a danger of violating the Affordable Care Act or the imposition of a "Cadillac Tax," the parties shall meet and confer regarding implementation of changes to the insurance plan design so as to comply with the Affordable Care Act and to avoid any imposition of the "Cadillac Tax."

C. Life insurance benefits in the amount of $30,000 shall be provided for all full-time licensed teachers.

D. In the event of a change in the existing policies, a copy of such change will be issued to each teacher within thirty (30) school days thereof.

E. Joint Advisory Insurance Committee

Annually, no later than March 1, the Superintendent and Association president shall meet to review the insurance benefits and costs.

Section 12.8. Unused Personal Days

Teachers will receive compensation for unused personal days at the end of the school year or may transfer the unused days to sick leave. If the selection is to be reimbursed for the unused days, then the compensation shall be at the prevailing rate in District 20 for substitute teachers.

Section 12.9. Long-Term Disability Plan

The Board shall provide at its expense for each teacher covered by this Agreement a long-term disability plan. The specifications of the plan are as follows:

A. Benefit Schedule: 60% of the teacher's annual base salary.

B. Standard Benefit Period:

Disability Commencing	Maximum Benefit Period
Prior to 60th birthday	to 65th birthday
Between 60th and 65th birthdays	3 years or to 65th birthday, whichever is longer
After 65th and before 70th birthday	2 years, but not beyond 70th birthday

C. Payout Coordination: The actual payout as described in Part "A" will be coordinated with the available benefits from Illinois Municipal Workers Retirement Fund and the Teachers Retirement System of the State of Illinois. In no case will there be a duplication of payments.

D. Nervous and Mental Disorders: Will be handled the same as any other disability.

E. Maternity coverage: Will be handled the same as any other disability.

F. This Agreement provision and the actual long-term disability policy selected by the District will be in compliance with the *Age Discrimination in Employment Act*.

Section 12.10. Extra Duty Pay

If, during the term of this Agreement, the Board creates any extra duty jobs that could be filled with teachers within the bargaining unit, such jobs shall be posted in accordance with Section 6.5 of this Agreement. A qualified in-district teacher shall receive consideration and be given preference over an outside applicant of equal qualifications as determined by the Superintendent. The rate of pay shall be determined as negotiated between the Board and Association. However, it is recognized that the Board may pay a temporary rate of pay until negotiations have been completed at a rate no less than the lowest rate on the hourly schedule on Appendix A. This pay adjustment will be retroactive, if retroactively is appropriate.

A teacher will be given the option of being paid for an extra duty job or taking release time as determined by his/her building principal. The final decision by a principal as to approval or disapproval shall remain with the principal, with any approval not establishing a precedent for subsequent decisions.

The extra duty pay schedule shall be set forth in Appendix A which is attached to and incorporated in this Agreement.

For those extra duty jobs set forth in Appendix A that are paid at the rate specified in Appendix A and were not active as of the effective date of this Agreement, the Parties agree that the reinstatement of such activity, should it occur, shall be at the rate specified in Appendix A unless reinstatement of the activity is due to funding from an Outside Source. “Outside Source” shall be defined as any funds not including local governmental funds, state governmental funds or federal governmental funds. Activities reinstated by the District due to such Outside Source may be paid at a rate other than that specified in Appendix A as may be agreed upon by the parties, taking into consideration the amount of Outside Source funding.

Extra duty Jobs shall be as set forth in Appendix A, with such stipends being hourly stipends.

For those extra duty jobs in Appendix A that are hourly stipends, the Administration will provide those employees with time sheets that the employee is responsible for signing and entering on a monthly basis. In order for the Administration to process the time sheets so that the hourly pay is reflected on the payroll on the 15th of each month, employees must submit their time sheets to the Principal by the 1st of the month. Employees holding hourly stipend positions shall be paid on a monthly basis.

All extra duty jobs will be memorialized within this Agreement in Appendix A. In the event the District proposes the deletion or addition of an extra duty job, a written notice and an opportunity to bargain shall be given to the Association.

Section 12.11. Bus Duty

At the beginning of each school year, principals shall distribute a bus duty schedule during their initial orientation session and request volunteers. In the event volunteers are not available, then weekly assignments involving all staff members will be developed by the principal and posted for the entire year. An alternative plan to the above can be worked out between the principal and staff in each building, upon receiving approval of the Superintendent. The rate of pay shall be on an hourly basis as specified in Appendix A to be prorated in increments of not less than fifteen (15) minutes. Teachers shall be paid for bus duty in accordance with the District's regular pay schedule.

Section 12.12. Sick Leave Bank

The following shall be effective upon the date the parties ratify this Agreement:

A. Any teacher covered under the terms of this Agreement who meets the eligibility requirements shall be permitted to elect to participate in a sick leave bank. Such teachers who desire to participate in the sick leave bank shall submit written notice of intent to so participate on a form provided by the Administration. Any new teacher employed by the District shall provide written notice of intent to participate prior to October 1st of each year on a form provided by the Administration.

B. The Board shall start the bank with seventy-five (75) sick days. Each teacher electing to participate in the bank shall contribute one (1) of his/her sick days regardless of the balance of days in the bank. In case of depletion of the sick leave bank below two hundred (200) sick days, an automatic deduction of one (1) day shall be made from participants in the bank. It is agreed between the parties that days which may have been donated to the bank above 200 on or before November 30, 2017 shall remain in the bank until used. Thereafter, the new 200 day formula for purposes of requiring further donations shall apply.

C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the sick leave bank committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership. Other than pregnancy-related leave, the bank is not applicable to any teacher on a Board approved leave of absence.

D. The intent of the bank is to provide additional financial protection to those teachers who incur a period of prolonged illness or hospitalization, as verified in writing by a physician. The bank is not applicable to any teacher utilizing days for illness in their family. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness.

E. Authorized withdrawals by participating teachers from the sick leave bank shall be granted to any participating teacher who provides a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or

hospitalization) and the participating teacher applying for such withdrawal has, in fact, depleted his or her accumulated sick leave and has been absent without salary for two (2) school days for probationary teachers and five (5) school days for all other teachers. Each withdrawal shall be not less than five (5) school days or more than twenty (20) school days each year. The sick leave bank committee may consider additional requests in the event of a catastrophic illness.

F. Two (2) members of the Association as appointed by the President and two (2) individuals appointed by the Superintendent will act as a sick leave bank committee in all matters that concern the policies and decisions of the sick leave bank. The sick leave bank committee shall write its own regulations of operation covering procedures to review all requests and make such regulations available to all members of the bank, Administration, and Board.

G. Any member who is receiving benefits from the Teachers' Retirement System, is absent for illness or injury due to a work related accident (which is compensable under the *Illinois Workers' Compensation Act*), may not avail himself/herself of any benefits of the bank. Teachers who are on Board approved leaves of absence shall be ineligible to withdraw from the sick leave bank.

H. In the event there was a grievance concerning an interpretation or an alleged violation of this Section, it would be filed directly with the Superintendent. If the interpretation dispute involves the decision by the sick leave bank committee to approve or not to approve withdrawals from the bank or the committee's own regulations of operation covering procedures, the member filing the grievance would be entitled to resubmit his request and reargue his request with the Committee once, but the grievance procedure would not be used as the vehicle to resolve the dispute. If the interpretation dispute does not involve either of the two points mentioned above, then the grievance will proceed according to the steps in the Grievance Procedure. It is further understood by both parties that the non-grievability allowed in this Section does not set a precedent for future negotiations.

I. The Association agrees to indemnify and hold the District, Board of Education, its employees and/or agents harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken as a result of any litigation or administrative agency proceeding which might arise as a result of this Section. In the event such an action is filed against the District, Board of Education, its employees and/or agents, the Association shall be informed in a timely manner. The designated attorney shall keep the District's counsel informed as to the developments in the case.

It is expressly understood that this safe, harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of verified negligence by the Board.

Section 12.13. Flexible Benefits 125 Plan

The District will provide a Flexible Spending Account (Plan) that is within the Section 125 IRS Code and the separate regulations provided by the third party administrator as approved by the Board, in consultation with the Association. If, at any time, such Section 125 or related regulations are amended by the IRS the teachers shall be so informed by the third party administrator. The District will pay the initial cost of establishing the Plan, with each participant paying the monthly administrative fee through payroll deduction.

The initial start-up date for implementing the Plan was April 1, 1993. Each year on a date established by the third party administrator, participants shall make a determination as to the designated dollars to be allocated toward available programs with the Plan after an orientation has been conducted on the current rules and regulations of the Plan.

Section 12.14. Direct Deposit of Checks

Each employee shall be required to participate in direct deposit. The District shall provide each employee with access to an electronic copy of his/her paystub.

Section 12.15. National Master Teacher Certificate

A participating teacher, upon proof of receipt of certification, shall receive $750 per year for the duration of this Agreement commencing with the fiscal year (July 1 - June 30) in which the certificate is first received. Teachers eligible to receive this annual stipend shall be limited to five (5) additional recipients for each year of this Agreement. In the event that there are more teachers receiving National Master Certificates than the above limitations will allow, then the Board shall grant the annual stipend to the recipient teachers in the order of seniority as such seniority is defined by the District's annual seniority list, not to exceed the limits specified in this Section. Teachers shall be paid in accordance with the following:

1. Teachers must submit to the Superintendent or his/her designee proof of certification prior to either August 31 or January 31.

2. Teachers submitting proof of certification prior to August 31, shall be paid their stipend in September.

3. Teachers submitting proof of certification prior to January 31, shall be paid their stipend in February.

Section 12.16. In District Salary Credit for Less Than a Full Year

For any school year in which a teacher actually works ninety-one (91) or more days of the school year, the teacher shall be entitled to the full percentage increase in salary for said year as provided by this Agreement, with the amount of paid salary pro-rated based on the number of days worked. Paid leave days shall count toward pro-ration for payment of salary but shall not count toward achieving ninety-one (91) or more workdays.

For any school year in which a teacher actually works less than ninety-one (91) days of the school year, the teacher shall only be entitled to 50% of the percentage increase in salary for said year as provided by this Agreement, with the amount of paid salary pro-rated based on the number of days worked. Paid leave days shall count toward pro-ration for payment of salary but shall not count toward achieving ninety-one (91) or more workdays.

Section 12.17. Flex Time for Social Workers and School Psychologists

The parties acknowledge that social workers and school psychologists are occasionally called upon to be available for emergencies and crisis intervention outside the regular work day. In those rare instances, the building principal may approve a request for an equal amount of release time from the workday in consideration of the amount of time the social worker or school psychologist was required to work outside the regular work day for the emergency or crisis intervention. If the request is denied by the building principal, the social work or school psychologist shall be compensated for the additional work hours at an hourly rate of pay based on the employee's daily rate of pay.

ARTICLE XIII

RETIREMENT

Section 13.1 Lump Sum Post-Retirement and Unused Sick Leave Payments

Teachers who provide the Superintendent with a written, irrevocable letter of resignation no later than February 1st of their final year of employment for the purpose of retiring pursuant to TRS with such retirement to occur immediately following their resignation from the District, and who have at least fifteen (15) years of service in the District, shall be entitled to a lump sum post-retirement severance payment of $1,000.00 for each year of service in the District, to be paid in the first District payroll following the effective date of retirement and the teacher's receipt of his or her final paycheck for regular earnings, so as not to qualify for TRS creditable earnings.

Upon retirement, a teacher may submit a request to be paid for up to fifty (50) unused sick leave days provided such days will not be submitted to TRS to be used to increase the teacher's TRS creditable service credit. The teacher will be paid $100 for each unused sick leave day which shall be paid in a lump sum on the first District payroll following the effective date of retirement and the teacher's receipt of his or her final paycheck for regular earnings, so as not to qualify for creditable earnings.

ARTICLE XIV

NEGOTIATIONS PROCEDURES

Section 14.1. Commencement of Negotiations

Negotiations for a succeeding Agreement shall begin no later than April 1, 2028, unless the parties agree to an alternate date.

Section 14.2. Final Approval

When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

Section 14.3. Impasse Procedures

When an impasse has been declared, the mediation process as covered in the *Illinois Educational Labor Relations Act* shall be utilized. However, the parties agree to use the services of the Federal Mediation & Conciliation Service prior to considering other alternatives, if a federal mediator can be made available within a reasonable amount of time.

ARTICLE XV

EFFECT OF AGREEMENT

Section 15.1. Complete Agreement

The parties named in this Agreement hereby agree that each has had ample opportunity to present proposals and counterproposals dealing with all matters pertinent to contract negotiations. The parties further agree that all agreements, oral or written, are now incorporated in and made a part of this Agreement, each party waiving the right to further negotiations during the life of this Agreement.

Section 15.2. Change in Law/Separability

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 15.3. No Strikes

The Association or its members will not call for, sanction, encourage, or participate in any strike, work stoppage, or picketing of any kind that will disrupt the normal functioning of the school system during the life of the resultant Agreement.

Section 15.4. Relationship with Other Organizations

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless a new representative or no representation is determined in accordance with the *Illinois Educational Labor Relations Act*. If a new representative is selected according to the provisions of the Act, the terms and conditions of this Agreement shall be binding on all parties until a new Agreement is negotiated and ratified by both parties.

ARTICLE XVI

DURATION OF AGREEMENT

Section 16.1. Duration and Reopener

This Agreement shall be effective the first day of the 2024-2025 school year through the day preceding the first day of the 2028-2029 school year except for the reopener below:

The parties to this Agreement recognize and acknowledge that legislative and regulatory propositions are under consideration by the State of Illinois, the Federal government and the respective administrative agencies which may significantly impact the economic implications of this Agreement including funding for public schools, property taxes, pension laws and health insurance laws. Therefore, both the Board and the Association reserve the right to demand to reopen this Agreement for renegotiation if changes are made to any of these propositions cited above. If such demand is made it shall be in writing and submitted to the other party to this Agreement with an obligation to initiate negotiations as soon as possible but no later than sixty (60) days following receipt of such demand unless mutually agreed otherwise. In the event the parties are unable to reach an agreement within sixty (60) days of commencement of negotiations regarding any negotiated items under this provision, the Agreement will be terminated unless mutually agreed upon by the parties. Each party shall negotiate all items in good faith and retain its rights under the Illinois Educational Labor Relations Act (IELRA) including the right to initiate the statutory impasse process, the right to strike and any other rights under the IELRA.

Section 16.2. Date of Agreement

This Agreement is signed this _____ day of _____, 2024.

FOR KEENEYVILLE EDUCATION ASSOCIATION

_____
President

_____
Secretary

FOR THE BOARD OF EDUCATION SCHOOL DISTRICT 20 DuPage County, Illinois

_____
President

_____
Secretary

APPENDIX A

EXTRA DUTY SCHEDULE

Teachers shall be paid their earnings under this Section in accordance with Section 12.10 of this Agreement.

EXTRA DUTY/STIPENDS		
Program		Hourly Stipend Amount
HOURLY STIPENDS (PAID WITH A TIMESHEET - Monthly on 15th*)		
Curriculum Committees (ILT, PBIS I & II Etc.)		$32.00
Instructional Leadership Team		$32.00
Team Leader (if duties are fulfilled outside of the professional work day)		$32.00
Subject Area Committee Member		$32.00
Curriculum Writing		$32.00
Homebound Tutoring		$32.00
Graduation		$32.00
Sports Time Keepers, Supervisors & Scorers		$32.00
Workshop Participant		$32.00
Workshop Presenter		$32.00
After School Clubs (Greenbrook & Waterbury)		$32.00
Intramurals (Volunteer)		$32.00
Summer Curriculum Planning After School Events (e.g., family reading night)		$32.00
CONTRACT STIPENDS - EXTRA DUTY (Paid Between Sept & May in Regular Payrolls)		
Bus Duty		$32.00
Lunchroom Duty		$32.00
Study Hall (Spring Wood Period 1)		$32.00
Study Hall (Spring Wood Period 2)		$32.00
CONTRACT STIPENDS - ATHLETICS (One Time End of Season Payment)**		
Cross Country Coach		$32.00
Boys Basketball Coach		$32.00
Girls Basketball Coach		$32.00
Track Coach		$32.00
Volleyball Coach		$32.00
Pep Squad		$32.00

CONTRACT STIPENDS - CLUBS (Paid Between Sept & May in Regular Payrolls)	
IMSA	$32.00
Play Directors	$32.00
Student Council	$32.00
Yearbook	$32.00
Chorus	$32.00
Dare to Dream	$32.00
Math Club	$32.00
Gaming Club	$32.00
Junior Honor Society	$32.00
Youth Leadership Council	$32.00
Data Operational Team	$32.00
Other Clubs or Stipends to be negotiated between Board & the Association	

*Monthly timesheets need to be to the Principals by the 1st of each month and the Business office by the 5th of each month for payment on the 15th paycheck.
**Athletic Stipends will be paid the first payroll after completion of the season
***Timesheets shall be updated to adjust for stipends as needed.

APPENDIX B

HIRING GRIDS (2024-2025)

2024-2025 New Hiring Grid						
		BA	BA+15	MA	MA+15	MA+30
0	A	48,368	49,509	55,078	57,305	62,316
1	B	48,488	49,629	55,337	57,620	62,756
2	C	49,094	50,235	55,943	58,226	63,362
3	D	49,707	50,849	56,556	58,839	63,976
4	E	50,329	51,470	57,178	59,461	64,597
5	F	50,958	52,099	57,807	60,090	65,227
6	G	51,595	52,736	58,444	60,727	65,864
7	H	52,240	53,381	59,089	61,372	66,508
8	I	52,893	54,034	59,742	62,025	67,161
9	J	53,554	54,695	60,403	62,686	67,823
10	K	54,223	55,365	61,072	63,355	68,492
11	L	54,901	56,043	61,750	64,033	69,170
12	M	55,587	56,729	62,436	64,719	69,856
13	N	56,282	57,424	63,131	65,414	70,551
14	O	56,986	58,127	63,835	66,118	71,254
15	P	57,698	58,839	64,547	66,830	71,967
16	Q	58,419	59,561	65,268	67,551	72,688
17	R	59,149	60,291	65,998	68,281	73,418
18	S	59,889	61,030	66,738	69,021	74,158
19	T	60,637	61,779	67,486	69,769	74,906
20	U	61,395	62,537	68,244	70,527	75,664

2024-2025 New Hiring Grid	
	Hiring Grid Social Workers, Psychologists, Speech, & BCBA
0	65,864
1	66,508
2	67,161
3	67,823
4	68,492
5	69,170
6	69,856
7	70,551
8	71,254
9	71,967
10	72,688

HIRING GRIDS (2025 - 2026)

2025-2026 New Hiring Grid						
		BA	BA+15	MA	MA+15	MA+30
0	A	50,303	51,490	57,281	59,597	64,809
1	B	50,427	51,614	57,550	59,924	65,267
2	C	51,057	52,245	58,180	60,555	65,897
3	D	51,696	52,883	58,819	61,193	66,535
4	E	52,342	53,529	59,465	61,839	67,181
5	F	52,996	54,183	60,119	62,493	67,836
6	G	53,659	54,846	60,781	63,156	68,498
7	H	54,329	55,516	61,452	63,827	69,169
8	I	55,008	56,196	62,131	64,506	69,848
9	J	55,696	56,883	62,819	65,193	70,536
10	K	56,392	57,579	63,515	65,889	71,232
11	L	57,097	58,284	64,220	66,594	71,937
12	M	57,811	58,998	64,934	67,308	72,650
13	N	58,533	59,721	65,656	68,031	73,373
14	O	59,265	60,452	66,388	68,762	74,105
15	P	60,006	61,193	67,129	69,503	74,845
16	Q	60,756	61,943	67,879	70,253	75,596
17	R	61,515	62,703	68,638	71,013	76,355
18	S	62,284	63,472	69,407	71,782	77,124
19	T	63,063	64,250	70,186	72,560	77,902
20	U	63,851	65,038	70,974	73,349	78,691

2025-2026 New Hiring Grid	
	Hiring Grid Social Workers, Psychologists, Speech, & BCBA
0	68,498
1	69,169
2	69,848
3	70,536
4	71,232
5	71,937
6	72,650
7	73,373
8	74,105
9	74,845
10	75,596

HIRING GRIDS (2026 - 2027)

2026-2027 New Hiring Grid						
		BA	BA+15	MA	MA+15	MA+30
0	A	51,812	53,034	58,999	61,385	66,753
1	B	51,940	53,163	59,277	61,722	67,225
2	C	52,589	53,812	59,926	62,371	67,874
3	D	53,246	54,469	60,583	63,029	68,531
4	E	53,912	55,135	61,249	63,694	69,197
5	F	54,586	55,809	61,923	64,368	69,871
6	G	55,268	56,491	62,605	65,050	70,553
7	H	55,959	57,182	63,296	65,741	71,244
8	I	56,659	57,881	63,995	66,441	71,943
9	J	57,367	58,590	64,704	67,149	72,652
10	K	58,084	59,307	65,421	67,866	73,369
11	L	58,810	60,033	66,147	68,592	74,095
12	M	59,545	60,768	66,882	69,327	74,830
13	N	60,289	61,512	67,626	70,072	75,574
14	O	61,043	62,266	68,380	70,825	76,328
15	P	61,806	63,029	69,143	71,588	77,091
16	Q	62,579	63,801	69,915	72,361	77,863
17	R	63,361	64,584	70,698	73,143	78,646
18	S	64,153	65,376	71,490	73,935	79,438
19	T	64,955	66,178	72,291	74,737	80,240
20	U	65,767	66,990	73,103	75,549	81,051

2026-2027 New Hiring Grid	
	Hiring Grid Social Workers, Psychologists, Speech, & BCBA
0	70,553
1	71,244
2	71,943
3	72,652
4	73,369
5	74,095
6	74,830
7	75,574
8	76,328
9	77,091
10	77,863

HIRING GRIDS (2027 - 2028)

2027-2028 New Hiring Grid						
		BA	BA+15	MA	MA+15	MA+30
0	A	53,366	54,625	60,769	63,227	68,756
1	B	53,498	54,758	61,055	63,574	69,241
2	C	54,167	55,426	61,724	64,242	69,910
3	D	54,844	56,103	62,401	64,920	70,587
4	E	55,529	56,789	63,086	65,605	71,273
5	F	56,224	57,483	63,780	66,299	71,967
6	G	56,926	58,186	64,483	67,002	72,670
7	H	57,638	58,897	65,195	67,714	73,381
8	I	58,358	59,618	65,915	68,434	74,102
9	J	59,088	60,347	66,645	69,164	74,831
10	K	59,826	61,086	67,383	69,902	75,570
11	L	60,574	61,834	68,131	70,650	76,318
12	M	61,331	62,591	68,888	71,407	77,075
13	N	62,098	63,358	69,655	72,174	77,841
14	O	62,874	64,134	70,431	72,950	78,618
15	P	63,660	64,920	71,217	73,736	79,404
16	Q	64,456	65,715	72,013	74,532	80,199
17	R	65,262	66,521	72,818	75,337	81,005
18	S	66,077	67,337	73,634	76,153	81,821
19	T	66,903	68,163	74,460	76,979	82,647
20	U	67,740	68,999	75,297	77,815	83,483

2027-2028 New Hiring Grid	
	Hiring Grid Social Workers, Psychologists, Speech, & BCBA
0	72,670
1	73,381
2	74,102
3	74,831
4	75,570
5	76,318
6	77,075
7	77,841
8	78,618
9	79,404
10	80,199

APPENDIX C

HEALTH INSURANCE PLAN DESIGNS

The health insurance plan, as shown below, shall continue throughout the life of the agreement, unless plan design changes must be implemented in accordance with Section 12.7 of the agreement.

Keeneyville School District 20 Medical Plans Comparison

	Blue Cross and Blue Shield PPO Plan		Blue Cross and Blue Shield HMO Illinois	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible*				
Individual	$650	$850	N/A	
Family	$1,300	$1,700	N/A	
Coinsurance	90%	70%	100%	No coverage
Out-of-Pocket Limit* (deductible included)[1]				
Individual	$2,000	$4,200	$1,500	N/A
Family	$6,000	$12,600	$3,000	N/A
Covered Expenses				
Hospital				
Inpatient Services	90%	70%	100%	No coverage
Outpatient Surgery	90%	70%	100%	No coverage
Emergency Room	90%	90%	100% after $50 copay (waived if admitted)	
Physician				
Inpatient Services	90%	70%	100%	No coverage
Outpatient Surgery	90%	70%	100%	No coverage
PCP Office Visits	100% after $25 copay	70%	100% after $15 copay	No coverage
Specialist Office Visits	100% after $50 copay	70%	100% after $15 copay	No coverage
Other				
X-ray and Lab	90%	70%	100%	No coverage
Therapy–Speech, occupational or physical therapy	90%	70%	100% (60 visits combined per calendar year)	No coverage
Mental/Nervous–Inpatient	90%	70%	100%	No coverage
Mental/Nervous–Outpatient	90%	70%	100% after $15 copay	No coverage
Substance Abuse–Inpatient	90%	70%	100%	No coverage
Substance Abuse–Outpatient	90%	70%	100% after $15 copay	No coverage
Wellcare	100%	70%	100%	No coverage
Prescription Drugs	Prime Therapeutics		Prime Therapeutics	
Retail Pharmacy 34-day supply	$15 Generic $30 Formulary Brand $50 Non-Formulary Brand		$15 Generic $30 Formulary Brand $50 Non-Formulary Brand	
Mail Order 90-day supply	$30 Generic $60 Formulary Brand $100 Non-Formulary Brand		$30 Generic $60 Formulary Brand $100 Non-Formulary Brand	