

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF  
SOUTH HOLLAND  
SCHOOL DISTRICT 150**

**AND**

**DISTRICT 150 EDUCATIONAL  
ORGANIZATION, IEA/NEA**

**2020-2021, 2021-2022, 2022-2023**

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**AND**

**DISTRICT 150 EDUCATIONAL ORGANIZATION, IEA/NEA**

**2020-21 through 2022-23**

## **ARTICLE I RECOGNITION**

This Agreement is entered into this 9<sup>th</sup> day of July, 2020, by and between the Board of Education of South Holland School District 150, Cook County, Illinois, hereinafter referred to as the "Board" and the District 150 Educational Organization, IEA/NEA, hereinafter referred to as the "Organization" or "DEO."

The Organization is recognized as the sole and exclusive bargaining representative with regard to wages, hours and terms and conditions of employment for all full time regularly employed certified teaching personnel who have entered in contractual service of District 150. The following employees are excluded from the unit: the Superintendent, Building Principal(s), Assistant Principal(s), and all administrative personnel having the authority to hire, transfer, assign, evaluate, promote, discharge, discipline or process grievances of other employees, or to effectively recommend such actions; all non-certified employees; those teachers and other personnel who are employed and/or supervised by any cooperative agency whose duty is to serve the Board; all confidential employees and managerial employees; and all part-time and substitute employees; certified and non-certified non-teaching personnel. The term "Teacher" or "Bargaining Unit Member" when used hereinafter in the Agreement shall refer to all employees represented by the Organization. The term "Board" or "District" when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative agents.

## **ARTICLE II ORGANIZATION RIGHTS**

### **2.1 Right of Representation**

The Organization agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board and for the processing of grievances.

### **2.2 Use of Designated Bulletin Boards**

The Organization shall have the right to post notices of its activities and matters of Organization concern on bulletin boards designated by the Superintendent in the teacher lounges.

### 2.3 Use of School Mail Services

The Organization shall have the right to use the District mailboxes and email system for the teachers in each building for a reasonable volume of appropriate announcements relating to Organization business, provided such use does not interfere with normal District mail operations or violate state or federal law. The DEO President should consult the Superintendent if any questions arise as to whether the contemplated use of the mail services would either interfere with normal mail operation or violate the law. Annually, the Superintendent or designee will meet with the DEO Executive Board to review the *Illinois Ethics Act* and determine how best to communicate information about the *Act* to those with authority to use the school mailboxes and/or mail services. The Organization shall not use the District mail boxes or email system to disseminate information regarding planned or actual strikes, work stoppages or slowdowns within District 150.

### 2.4 Use of School Buildings

The Organization shall have the right to use the school district buildings for meetings before or after regular school hours, provided that these meetings do not interfere with or interrupt normal school operations. The time, date and space required for such meetings must be approved in advance by the Building Principal. The Organization shall pay costs, if any, associated with such meetings as defined in the Board Building Rental Policy.

### 2.5 Release Time for Organizational Business

The Organization shall be entitled to ten (10) days leave per year. Such leaves shall be distributed at the discretion of the Organization executive board upon receiving written approval on specific dates by the Superintendent or designee. The Superintendent or designee shall respond within three (3) working days of receiving each request. The Organization shall reimburse the District for the cost of a substitute for each day of Organization leave used.

### 2.6 Organizational Rights

The President of the Organization or his/her designee shall be furnished a copy of the approved minutes of the Board meetings.

## 2.7 Dues Deductions

The Board shall deduct from the regular paycheck of each employee, for whom it previously receives written authorization or notice to do so from the Organization, the required amount of Organization dues. A list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Organization officer upon request. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the employee in accordance with Organization requirements and notice of such withdrawal or revocation is provided to the Board by the Organization, or the employee is no longer employed in a bargaining unit position.

If the Organization does not provide the Board with actual copies of employee authorization or revocation requests, then the Board shall rely on information provided by the Organization regarding whether deductions were properly authorized or revoked and the Organization shall indemnify the Board for any damages and reasonable costs incurred for any claims made by an employee for deductions made in good faith reliance on that information.

## 2.8 Labor/Management Meetings

The Organization President, the Superintendent and any relevant parties shall meet every other month, or sooner as otherwise agreed, to discuss matters of concern. In the event a topic relates to a concern at the building level, a meeting with the principal will occur prior to the meeting with the Superintendent. The Organization President and Superintendent will develop a meeting agenda at least two weeks in advance of a scheduled meeting, subject to mutual modification thereafter.

## 2.9 New Employee Orientation

An orientation will be held for new employees and the Organization President, or designee, will participate in that orientation. The Organization shall have 1 hour, exclusive of lunch, to meet with new hires.

## 2.10 New Hire List

The Association President will be notified of the new employees' names, addresses, salary placement, and building assignments, no later than ten (10) business days prior to the employees' first reporting day.



## ARTICLE III GRIEVANCE PROCEDURE

### 3.1 Definitions

- A. A claim made by a teacher, group of teachers, or the Organization that there has been a violation or misapplication of terms of the Agreement shall constitute a grievance, except for those Sections of the Agreement specifically excluded from the grievance procedure.
  
- B. All time limits contained herein consist of school days, (scheduled attendance for all pupils) except that when a grievance is submitted less than fifteen (15) days before the close of the school term the time limits shall be switched to business days and shall be doubled. The failure of the teacher(s) or the Organization to act within the time limits set forth herein shall act as a bar to any further appeal. The failure of an administrator to render a decision or to meet within the time limits set forth shall permit the teacher(s) or the Organization to proceed to the next step. Time limits can only be extended by written request not to exceed five (5) additional days or because of previously planned vacation times by teachers, principals or Superintendent.
  
- C. A written grievance must contain the following information:
  - 1. A description of the occurrence giving rise to the grievance, including names, dates and places necessary for a complete understanding of the grievance.
  
  - 2. A listing of the specific provisions of this Agreement alleged to have been violated or misapplied.
  
  - 3. State the remedy required to resolve the grievance.

### 3.2 Procedure

A grievance is to be processed as follows:

#### Step One

If a teacher believes that any provision of this Agreement has been violated or misapplied, he or she must first meet with and present the claimed violation or misapplication to his or her immediate supervisor, which may be the Building Principal, within fifteen (15) days of the occurrence giving rise to the claim in order to attempt to informally resolve the matter. The teacher may have Organization representation present at this informal resolution meeting. If the matter cannot be resolved informally within five (5) days of this meeting, then the teacher may proceed to Step Two below.

#### Step Two

Within twenty (20) days of the Step One informal resolution meeting having taken place, the teacher(s) or the Organization's representative shall address and present the grievance in writing to the affected teacher(s)' Building Principal. The Building Principal shall provide the grievant with a written decision within five (5) days of his/her receipt of the written grievance. If an individual or group file a grievance without Organization representation, then the Organization President will be notified of the matter within five (5) days of the Building Principal's receipt of the written grievance, and District 150 Educational Organization's Representative will be entitled to be present at any subsequent meeting/hearing regarding the grievance.

#### Step Three

In the event the grievance is not satisfactorily resolved at Step Two, or the Building Principal fails to provide the grievant with a written decision within five (5) days of his/her receipt of the written grievance, or upon agreement between the grievant(s) and/or Organization and the Superintendent, the grievant(s) and/or Organization may file a grievance with the Superintendent or his/her official designee within ten (10) days of the receipt of the Step Two written decision, the date upon which the Building Principal's Step Two written decision was otherwise due, or the date of such agreement (whichever is applicable). Upon receipt of the grievance, the Superintendent shall arrange for a meeting with the grievant and/or any representative of the Organization, if any, to take place within five (5) days. Within ten (10) days of the Step Three meeting, the Superintendent shall provide the grievant with a written decision.

#### Step Four

If the grievance is not resolved at Step Three, or the Superintendent fails to provide the grievant with a written decision within ten (10) days of the Step Three meeting, the grievant and/or the Organization may, within ten (10) days of the Step Three written decision or the date such written decision was otherwise due, submit the grievance in writing, to the Board. The Board shall arrange to hear the grievance at the next regularly scheduled Board meeting if notified seven (7) days prior to the meeting date. Within seven (7) days of the Step Four hearing before the Board, the grievant will receive a written response from the Board. A Step Four grievance hearing shall be conducted in Executive Session at the request of the grievant and if allowable by the Illinois Open Meetings Act.

#### Step Five

If the grievance is not resolved at Step Four, the Organization may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Four written decision, the grievance shall be deemed withdrawn. Any materials or documents relating to a grievance shall be filed separately from the teacher's personnel file. No reprisals shall be taken by the Board, the administration, or the Organization against any employee because of the employee's participation or non-participation in a grievance.

##### A. Arbitrator Appointment

The arbitrator shall be appointed jointly by the Board and the Organization. If those two parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association (AAA) in accordance with their "Voluntary Labor Arbitration Rules," and specifically the section dealing the "Appointment From Panel."

##### B. Limitations

Arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of the Agreement.

### C. Costs of Arbitration

Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the FMCS or AAA shall be divided equally between the parties. If either party requests a transcript of the proceeding, the party shall bear the full cost for that transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the parties.

### 3.3 Class Grievance

Class grievances involving one or more teachers shall be initially filed by the Organization at Step Three. If either party refuses to allow consolidation of what are properly class grievances, the party refusing to allow consolidation shall bear the full costs of each grievance which is heard as a separate matter.

### 3.4 No Reprisals

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation or non-participation in a grievance.

### 3.5 Release Time

At Step Three or higher, should the employee or the Organization's representative need to be released from their regular assignment to attend a meeting called by the administration or the Board, the employee or representative shall be released without loss of pay or benefits.

### 3.6 Grievance Withdrawal

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

## **ARTICLE IV REDUCTION IN STAFF**

### **4.1 Intent**

When the Board deems it necessary to reduce the number of teachers in the District because of reasons such as, but not limited to declining enrollments, inadequate finance, the elimination of programs, or consolidation, an effort will be made to make reductions through attrition. If this is not possible, then reductions shall be in accordance with applicable law.

#### **1. Joint RIF Committee**

The District's joint RIF committee, which shall be composed of an equal number of representatives from the District and Organization, must meet each school year, convening by December 1st and concluding its work by February 1st. The District's joint RIF committee must consider and may agree upon: (1) criteria for moving teachers from Group Two to Group Three where a teacher has received a "Needs Improvement" and either a "Proficient" or "Excellent" rating; (2) an alternative definition for Group Four which must take into account prior performance evaluation ratings and may take into account other factors that relate to the District's educational objectives, but it may not permit inclusion of a teacher with a "Needs Improvement" or "Unsatisfactory" performance evaluation rating on either of his/her last two performance evaluations; and (3) to include in the definition of "performance evaluation rating" a rating administered by a different district in determining the sequence of dismissal. Any agreement to revise Groups Two and/or Four must be by a majority vote of all of the joint RIF committee members. If the joint RIF committee does not reach agreement by February 1st annually, then the statutory definitions of the groupings automatically apply.

#### **2. RIF List**

The RIF List must include teachers by name and categorized by position and group. The RIF List and seniority list must be prepared and shared with the Organization 75 calendar days before the end of the school year. On the RIF List, teachers in Group One may receive a performance evaluation rating and be moved from Group One to another group between 75 and 45 calendar days before the end of the school year. The RIF List can only be modified, with notice to the Organization, with regard to teachers in Group One until 45 calendar days before the end of the school year.

#### **3. Notice of Dismissal**

Written notice and a statement of honorable dismissal with the reason therefore must be provided to teachers (tenured and non-tenured) 45 calendar days before the end of the school year by mail, and personal delivery or certified mail, return receipt requested.

#### 4.2 Teacher Reassignment

Tenured teachers may be given the opportunity to teach in other areas not filled by tenured employees for which they meet the requirements for proper certification of the Illinois State Board of Education, when such certification is on file at least sixty (60) days before the end of the school year preceding reduction. Such transfers shall be contingent upon experience in the grade levels or subject area available.

#### 4.3 Seniority

A. For the purpose of this Article, seniority shall be defined as the number of years a teacher has performed continuous contractual teaching service within the District.

1. A teacher will gain one year of seniority if he/she performs teaching duties or is otherwise present and participating in the District's educational program for at least 120 full workdays of the school year. Any teacher will gain a half-year of seniority if he/she performs teaching duties or is otherwise present and participating in the District's educational program for at least 90 full workdays. This provision shall apply for purposes of seniority calculations only, and not for salary credit purposes or any other issue under this Agreement.

2. A teacher who has been drafted by a military service will receive one year of seniority for every year of military service up to a maximum of five (5) years.

B. Seniority years or days will not accumulate during periods of

- Leaves of absence
- Child-rearing leaves
- Unpaid leaves
- Honorable dismissal due to reduction-in-staff

#### 4.4 Recall from Reduction in Staff

Recalls occur in the inverse order of dismissal. Teachers in Groups Three and Four have recall rights that extend for one year from the beginning of the school term following the RIF. However, if over fifteen-percent (15%) of teachers are reduced, the recall period for Teachers in Groups Three and Four is two years from the beginning of the school term following the RIF.

Teachers in Group Two with a "Needs Improvement" evaluation rating on either of their last two evaluations have limited recall rights. If the District has any vacancies from the beginning of the term following the RIF through February 1<sup>st</sup> of that term, such positions must be offered to qualified teachers laid off from Group Two with a "Needs Improvement" evaluation rating on either of their last two evaluations. If a teacher has more than one evaluation rating, the other rating must be "Proficient" or better for these limited recall rights to apply.

#### 4.5 Bridging of Prior Seniority Within the District

Teachers who have interrupted service within the District will be able to retain prior years of seniority only under the following circumstances.

- A. If a teacher who is taking leave for child-bearing, child-rearing, or child-adopting purposes meets the following conditions:
  - 1. The teacher returns for full-time teaching within the District.
  - 2. The return must be accomplished during the balance of the current school year in which maternity leave begins, or, if the teacher desires, one additional full school year may be added to the leave. If the maternity leave was granted during the summer vacation, one full school year leave will be allowed.
- B. If teachers who are promoted or transferred out of the bargaining unit to an administrative position within the District, and subsequently return to the bargaining unit their seniority shall be computed from their first day of original employment. They will be given seniority credit for the time spent outside the bargaining unit at the rate of one (1) year seniority for each school year.
- C. If teachers have been reduced from the staff and subsequently recalled as in 4.4 above.
- D. If teachers become military draftees, they will be allowed 2 full school years interruption in District service.
- E. If leaves of absence and unpaid leaves do not exceed one school year.

#### 4.6 Seniority List

A seniority list, compiled by the Administrative Office in consultation with the Organization, will be published by February 1<sup>st</sup> of each year. A copy of the list will be provided to the DEO president and a copy will be posted in each teacher lounge. The list will include names of teachers, years of service, and type(s) of certification. A teacher or the Organization has the right, within 15 days of posting, to appeal in writing to the Superintendent suspected errors on the seniority list.

#### 4.7 Privilege of Substituting

Dismissed employees shall be given every consideration for substitute teaching work in the District.

### **ARTICLE V WORKING CONDITIONS**

#### 5.1 Vacancies, Promotions and Transfers

- A. If a position becomes available due to retirement, teacher dismissal, job resignation or the creation of a new position, the Superintendent must notify all current teachers via email of the vacancy. The Board will post the vacancy internally for five (5) working days, or ten (10) business days if the vacancy occurs during the summer break when student classes are not in session, before posting the vacancy externally (i.e., to the general public) as well. Qualified internal applicants will be given an opportunity to interview for the vacant position prior to external applicants. If an internal applicant is not hired to fill the vacancy, he/she will be afforded an opportunity to have a conference with the Superintendent or designee to discuss the decision.
- B. Teachers may be reassigned to teach a different grade level or subject without their consent. In the event such a reassignment is necessary, the teacher affected shall be notified promptly, in writing, and given a reason, but normally no later than four (4) weeks prior to the start of a new school year. The employee shall be allowed to resign if such reassignment is not acceptable.
- C. A teacher may request a voluntary reassignment to teach a different grade level or subject. If the teacher's request is denied, then he/she will be afforded an opportunity to have a conference with the Superintendent or designee to discuss the decision.



## 5.2 Notification of Assignments

All employees whose teaching assignment will change in the next school year shall be given notice of their tentative assignments for the forthcoming year no later than the last school day of the school year. In the event changes in such assignments are required, the employee affected shall be notified promptly, in writing and given a reason no later than four (4) weeks prior to the start of school whenever possible. The affected employee shall notify promptly in writing, the Superintendent of his/her intent. The employee shall be allowed to resign if such proposed change is not acceptable.

All employees shall be given a copy of their contract letter by their principal by the first teacher workday of the new school year. The contract letter shall include: teaching assignment; salary; years of service in the District; and number of sick and personal days.

## 5.3 School Calendar

The school calendar shall consist of no more than one hundred eighty (180) teacher workdays. In addition, five (5) days shall be designated as snow or emergency closing days, which may be used in lieu of days lost from the days stated above because of emergency school closing and which, if not used, at the Board's discretion shall be declared non-student attendance days or special holidays to adjust the end of the school term.

This calendar shall be established by the Board in the spring of each year for the following school year. Times for vacations, length of vacations, starting date, and closing date will be determined by the Board after the teachers provide advisory input to the Superintendent.

## 5.4 Workday and Work Hours

The workday for bargaining unit members shall not be more than seven (7) hours ten (10) minutes.

- A. Employees shall be required to report to work at 8:20 a.m. and shall be released at 3:30 p.m. (hereinafter referred to "the workday").
- B. Each teacher shall be entitled to a minimum thirty (30) minutes duty-free lunch period during the 7-hour 10-minute workday. A teacher may be permitted to leave the building during his/her lunch period, provided he/she notified the Principal's

office prior to leaving the building and upon his/her return. A teacher may not leave the building during his/her preparation or planning time. In the event of an emergency, as defined by the Building Principal, the teacher may be permitted to leave the building after notifying the Principal's office.

C. In addition to the defined workday, teachers shall be required to attend the following:

1. One (1) evening open house.
2. Two (2) (1:00 p.m. to 8:00 p.m.) parent-teacher conferences; one at the conclusion of the 1st student quarter and one at the midterm of the 3<sup>rd</sup> student quarter
3. One (1) building meeting (8:00 a.m. to 8:30 a.m.) per month.
4. One (1) District meeting (3:30 p.m. to 4:30 p.m.) per month. This meeting shall be reserved for the Superintendent or his/her designee for the purpose of disseminating information, discussing teaching and learning, and/or discussing District-wide business.
5. One (1) grade level or department meeting may be called monthly.
6. The Director of Specialized Services may convene one (1) department meeting each month. These meetings may be held during or beyond the school day at the Director's discretion and will not exceed one (1) hour in length.

Any of the above meetings that are called requires a seventy-two (72) hour notification, except in emergency situations, in which case reasonable notification shall be given. If a teacher cannot attend an emergency meeting, he/she shall notify the principal accordingly.

D. Teachers are expected to serve on District and/or Building Committees, including, but not limited to, the Curriculum Development Committee. Administration shall predetermine the number of volunteers needed for each committee. The administration shall solicit volunteers. If the number of volunteers is insufficient to meet the committee's needs, the administration shall assign teachers to the committees.

- The first teachers to be assigned will be those who are not currently participating on a committee.
- In the event a teacher volunteers for a committee that meets after school hours and the teacher is assigned a second committee, the teacher will be compensated for the second committee at the rate specified in the Extra Duty Salary Schedule designated "other."
- Each teacher shall be assigned no more than one committee per school year.
- A teacher's failure to participate on a District and/or Building Committee when assigned or having volunteered may subject the teacher to discipline.

## 5.5 Teacher Preparation Time

Members of the bargaining unit shall be scheduled for a minimum of two hundred (200) minutes of preparation time each normal workweek during the students' attendance time in blocks (minimum 4) of not less than thirty (30) consecutive minutes. From 8:20 A.M. to 8:45 A.M. and from 3:06 P.M. to 3:30 P.M. is additional preparation time for those teachers not assigned supervisory duties (i.e., playground supervision, hallway supervision, and/or bus supervision).

Preparation time may be used for many purposes. Possible uses include: individual planning and preparation; grading papers; lesson planning; copying materials; setting up labs, meetings with the principal, District Administration or instructional coaches; meetings with parents; business meetings with colleagues; returning business phone calls; co-planning for special needs students; attending IEP meetings and other special education related matters; co-teaching planning; and informational meetings. All co-planning meetings shall be arranged by the teachers. While the above list is not intended to be exhaustive, it is provided to identify some appropriate uses of preparation time.

In no event will a teacher lose more than one (1) thirty (30) minute preparation period per week due to required attendance at a meeting.

IEP meetings are not intended to be scheduled during a teacher's preparation time; however, when circumstances arise and the teacher's IEP meeting runs into his/her planning time the teacher shall continue to participate.

A teacher whose preparation time falls below two hundred (200) minutes in any given normal week will fill out a form stipulating the amount of time lost, excluding time lost due to non-regular activities as listed: institutes/in-service days, early dismissal days, field trips, holiday breaks, or emergencies. Said form shall be turned into the building administrator by the end of the following week. The administration shall hire a substitute teacher that shall come into said teacher's classroom at least once a month for compensation of the time lost.

## 5.6 Assignments of Duties or Responsibilities

### A. Teacher Assignments During Workday (No additional pay):

The teacher is required to assume his or her share of supervisory duties related to the ongoing activities of the working day. Example: Hall duty before and after school, hall duty between classes, bus duty, recess, or any other comparable duty. Duties will be rotated on a fair and equitable basis.

B. Teacher Assignments During the Workday (Additional pay, see Extra Duty Salaries):

Any lunch/playground assignments shall first be offered to the teachers on a voluntary basis. If the administrator is unable to fill said assignments on a volunteer basis, the administrator may seek outside personnel to perform said duties. If the administrator is still unable to fill said assignments, the assignments will be rotated on a fair and equitable basis within the teaching staff.

C. Teacher Assignments Before and After Workday (No additional pay):

When it is necessary for a building administrator to make any duty assignments, it shall be first offered on a voluntary basis. If the administrator is unable to fill said assignments on a volunteer basis, the assignments will be rotated on a fair and equitable basis within the teaching staff. This provision also includes assignments outside the regular workday (i.e., graduation, recreation night, family reading/math night, etc.). No teacher shall be assigned more than one (1) activity per school year (excluding Open House).

D. Teacher Assignments Before and After Workday (Additional pay, see Extra Duty Salaries):

In the event the District creates an extra duty position which is not listed in the compensation schedule, the position will be paid under the section labeled "activities or other."

In the event the Administration feels a need to discontinue an extra-duty assignment due to lack of student or teacher participation, it may do so, subject to Board approval.

If the Administration cannot fill extra-duty assignments from existing faculty and staff, it may seek outside personnel to perform said duties.

E. Tutorial Program Administration will establish and/or approve curriculum guidelines on an annual basis and determine tutoring assignments for any before- and/or after-school tutorial program.

Teachers are prohibited from receiving compensation from parents for tutoring when tutoring is conducted on school premises.

## 5.7 Personnel Files

- A. There shall be only one official personnel file for each teacher, and it shall be maintained in the District Office.
- B. When materials other than transcripts and certificates, are placed in the employee's personnel file, that employee will be notified within 10 days by the District Office of that placement. Within 10 days, the teacher will acknowledge receipt of above notification. A teacher may, within 10 days of acknowledgment of notification, attach a response to any material placed in their personnel file.
- C. With three (3) days written notification, each teacher shall have the right to review and/or request and receive a copy of the contents of their official personnel file. This teacher may be accompanied by an Organization representative during such review. The Superintendent or designee may also be present. This review will be conducted during the teacher's non-workday hours provided that it is during the regular business office hours.

## 5.8 Professional Development

### A. Professional Development

It is recognized by the Board and the Organization that the professional development of our teaching staff is a high priority. The Board and the Organization believe that providing a professional development program will enhance the instructional skills and knowledge of teachers, and therefore, increase student achievement. The Board and the Organization will create and charge the Professional Development Committee with the responsibility of gathering information and developing procedures, guidelines, and programs related to professional development.

A joint Organization/administration committee will be established to gather input and to determine the professional development offerings for the year within the budget established by the Board for this purpose. The committee will consist of and be co-chaired by the Superintendent or his/her designee and a teacher appointed annually by the Organization. Each co-chairperson shall be responsible for selecting its respective participants. The committee will include at least two (2) teachers from each school. Input will be gathered from at least four (4) sources:

- A professional development needs assessment of teachers which will be distributed at least once each year,
- a survey of school grade level teams focused on meeting building needs,
- a survey of administrators, and
- student achievement and school climate data.

#### B. Activities

To ensure the relevancy of activities, the committee will utilize the data collected to recommend the development of a yearly calendar designating the professional development offerings for the school year. The offerings shall consist of four (4) full-day activities and six (6) half-day activities. Three (3) of the half-day activities shall be from 1:00 p.m. to 3:30 p.m. and three (3) of the half-day activities may run from 1:00 p.m. to 4:30 p.m. The committee shall designate whether the activities are district-wide or building specific. All professional development activities shall be evaluated for effectiveness and future planning.

In the event the Committee cannot agree upon a particular professional development offering, the Administration shall have the right to make the ultimate determination.

#### 5.9 Teacher Resources

No later than May 1 of each school year, teachers shall submit to the building principal, on provided requisition forms, a list of requested resources for the classroom. For requests that cannot be timely made by May 1 of each year, a teacher may submit a request in writing to the building principal. If the teacher does not receive a response to the request within 10 school days, or if the teacher is denied the request and wishes to appeal the request, the request shall be submitted in writing to the Superintendent and shall include the original request and the principal's response thereto, if any.

## **ARTICLE VI EVALUATION**

### **6.1 Evaluation Committee**

The Board and the Organization shall establish an evaluation committee made up of three teachers and three administrators for the purpose of establishing procedures and instruments to be included in Article XXIV – A Teacher Evaluation Plan. Each evaluation instrument developed should be applicable only for one (1) position, e.g., a teacher evaluation instrument will be used only for teachers, and guidance counselor evaluations will be used only for guidance counselors.

The results of the evaluation committee are subject to ratification by the Board and teachers, but the committee results shall constitute a "tentative agreement" on procedures and instruments.

### **6.2 Orientation**

Within a maximum of two weeks after the beginning of the school term, the building principal or immediate supervisor shall acquaint each newly employed teacher under his or her supervision with teacher evaluation procedures, standards and instruments and advise each teacher as to who shall observe and evaluate performance. No written evaluation shall take place until such orientation has been completed. A teacher newly employed or a teacher reassigned after the beginning of the school term shall be notified within two weeks by his or her building principal or immediate supervisor of the evaluation procedures in effect. The principal may call one (1) additional meeting after school to meet this requirement. Any such meeting will not exceed one (1) hour. Within two weeks of the beginning of the school term, the District shall also make electronically available on "Frontline" (or its equivalent then in use) all evaluation procedures, standards and instruments to be used during a teacher's evaluation. To the extent such documents cannot be made available on "Frontline" (or its equivalent then in use), the District shall make them available on its website.

- B. Teacher evaluations shall be conducted by administrators, who are ISBE pre-qualified. A list of pre-qualified evaluators shall be made available to the Organization President or his/her designee within a reasonable time upon written request to the Superintendent.

### **6.3 Frequency**

A tenured teacher shall be formally evaluated at least once every two (2) school years and a probationary and non-tenured teacher shall be evaluated at least once during

each probationary school year. The formal evaluation process for a tenured teacher includes the following: a self-assessment; a pre-observation conference; a formal observation; a post-observation conference; one summative written evaluation; and a summative evaluation conference. The formal evaluation process for a non-tenured teacher includes the following: a self-assessment, two pre-observation conferences; two formal observations; two post-observation conferences; one summative written evaluation; and a summative evaluation conference. With respect to non-tenured teachers, the first formal observation must take place by the end of the second week in November and the second formal observation must take place by the last school day in February. No teacher shall be formally observed the week before any break that lasts more than five (5) days or during any standardized testing.

All non-tenured teachers' evaluations must be completed by the end of the second week in March. All tenured teachers' evaluations must be scheduled to be completed by May 1, except in emergency situations where the administrator becomes unavailable or where the teacher is otherwise unavailable to be observed on the scheduled observation day. In such circumstances, the tenured teacher's evaluation shall be completed prior to May 15.

#### 6.4 Pre-Observation Conference

Prior to each pre-observation conference, the evaluator and teacher, regardless of tenure status, will informally meet to establish the date for the formal observation. The teacher will receive notification via email from "Frontline" (or its equivalent then in use) of the agreed upon date. Once such notification is received, the teacher will log into "Frontline" (or its equivalent then in use) to complete the pre-observation conference form and submit the form.

Within two (2) days, but no less than twenty-four (24) hours, before the formal observation, the evaluator shall conduct a pre-observation conference meeting with the teacher. The discussion during the pre-observation conference shall consist of the following: (1) the responses to the questions on the pre-observation conference form; and (2) any other pertinent information regarding the formal observation.

If at the pre-observation conference, the evaluator requires the teacher to make any modification(s) to the teacher's proposed lesson plan to be presented to the class on the day of the formal observation, the teacher's formal observation shall not occur less than two (2) days from the pre-observation conference.

#### 6.5 Post-Observation Conference

A post-observation conference shall be held between the evaluator and the teacher to discuss the formal evaluation report. The post-observation conference shall take place on or before five (5) school days after the formal observation. During the conference,



the teacher shall present his/her completed self-evaluation tool using the instrument prescribed in Section 6.6 and found on "Frontline" (or its equivalent then in use) or the District's website, which may be used as evidence for the summative evaluation report. With respect to a non-tenured teacher, he/she can opt to present his/her completed self-evaluation tool during the first or second post-observation conference. Also, during this conference, the evaluator and the teacher will discuss Domains 1 through 3 of the evaluation tool.

Following the post-observation conference, a teacher must complete the summative evaluation reflection form within two (2) school days. A non-tenured teacher must complete this form following the second post-observation conference.

The summative evaluation report will be due by the evaluator ten (10) school days following the post-observation conference for tenured teachers and ten (10) school days following the second post-observation conference for non-tenured teachers. During the summative evaluation conference, the evaluator and teacher will summarize the evaluation process and discuss Domain 4 of the evaluation instrument. At the close of the summative conference, the teacher is required to sign the evaluation report to verify the process has been completed.

The entire post-observation process, including the issuance of the summative evaluation report, shall be completed no later than fifteen (15) school days following the formal observation.

#### 6.6 Instrument

The evaluator shall formally evaluate each teacher in writing using an evaluation instrument designed by the Joint PERA Committee as provided in the Performance Evaluation Reform Act. All new instruments shall be developed through the Joint PERA Committee and reviewed with staff before implementation.

#### 6.7 Objections to Evaluations

The teacher shall sign copies of the written evaluation and receive a copy of said evaluation. If the teacher feels that his/her formal evaluation is incomplete, inaccurate or unjust, he/she may put his/her objection in writing and request them to be attached no later than fifteen (15) school days after the summative conference. If the teacher has received an unsatisfactory rating as his/her overall final summative evaluation rating, he/she may appeal that unsatisfactory rating pursuant to the Unsatisfactory Rating Appeals process set forth in Section 6.8 below.

## 6.8 Unsatisfactory Rating Appeals Process

### A. Notice of Appeal

A teacher rated unsatisfactory on a final summative evaluation may appeal the rating by submitting a timely written notice of appeal to the Superintendent. The teacher's written notice of appeal must be submitted within five (5) teacher work days after receipt of the unsatisfactory rating. Upon receipt of a timely notice of appeal, the Superintendent or designee will inform the evaluator who issued the unsatisfactory rating and the panel of qualified evaluators, as identified and agreed to by the PERA Joint Committee. Untimely appeals will not be advanced to the panel of qualified evaluators.

Engaging this appeals process shall not prevent the Board from developing or implementing a remediation plan for the teacher who received an unsatisfactory rating. Filing such an appeal does not excuse the teacher's participation in the implementation of the remediation plan.

### B. Content of the Notice of Appeal

The teacher must specify in the written notice of appeal the reason(s) the unsatisfactory rating is erroneous and identify any facts or evidence to support the basis of his/her appeal. Appeals may be based on student growth ratings in whole or in part only if the teacher identifies in the notice of appeal an error in the mathematical computation of the student growth rating.

The evaluator who issued the unsatisfactory rating may submit a written response to the teacher's appeal.

### C. Written Record of Rating

Upon receipt of a timely written notice of appeal, the Superintendent or designee shall prepare the written record of the unsatisfactory rating and submit it to the panel of qualified evaluators. The written record of the unsatisfactory rating shall be limited to the following records:

1. District 150's complete teacher evaluation plan;
2. Documents and materials submitted by the teacher to the evaluator during pre- and post-observation conferences and observations themselves;
3. The evaluator's observations, comments and feedback.;

4. The teacher's final summative evaluation;
  5. The teacher's written notice of appeal specifying any and all grounds for the appeal; and
  6. Any written response to the appeal from the evaluator.
- D. Upon receipt of the written record of the unsatisfactory rating, the panel of qualified evaluators, using criteria established by the PERA Joint Committee, shall determine whether the unsatisfactory rating was erroneous. The panel shall make its determination as to whether the rating should be upheld or revoked within ten (10) teacher work days of its receipt of the written record of the unsatisfactory rating. The panel's determination shall be reached by majority vote and is final. If the panel determines the unsatisfactory rating should be revoked, the panel shall assign a new rating based on the evidence presented.

#### 6.9 Assistance

Upon an informal observation of poor performance of teacher responsibilities, the principal or his/her designee will meet with the teacher to discuss and provide a written description of his/her deficiencies and recommendations for improvement, including resources, if any, necessary for improvement, and when possible a reasonable time for the teacher to improve. If the performance is not corrected and repeatedly occurs, a written statement of the performance observed shall be given to the teacher and may be used in the formal evaluation.

#### 6.10 Informal Observations

Nothing contained herein shall limit the right of administration to utilize informal observations and other ethical evaluative criteria for considering competency of any teacher and can be used in the evaluation process. Any informal observations which are to be used to evaluate the employee must be reduced to writing within 10 days after the observation and discussed with the employee prior to being placed in the teacher's evaluation file. This is not meant to be interpreted that each Building Principal cannot keep a working file on assigned staff.

#### 6.11 Grievance Limitation

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in Sections 6.1 through 6.6 above. Evaluation ratings shall not be grievable.

## 6.12 Lesson Plan

- A. Lesson plans are to be available for the administration to review. Lesson plans shall be submitted to the building administrator weekly.
- B. Lesson plans should consist of the following components:
  - 1. Identify common core standards by reference to Code number, where appropriate.
  - 2. Objectives (will include reference to Bloom's taxonomy)
  - 3. Activities, including where appropriate:
    - a. Differentiations
    - b. Homework/Extended Learning Assignments (if required)
  - 4. Assessment, if appropriate
  - 5. Source (e.g., teacher manual pages, if appropriate)
- C. Both the regular education teacher and the special education teacher will cooperate in creating lesson plan modifications necessary for the inclusion of special education students in the regular education classroom.

## **ARTICLE VII FRINGE BENEFITS**

### 7.1 Insurance Benefits

- A. Blue Cross, Blue Shield and the Met Dental & Life Insurance plans will be in effect. If mutually agreed to, a new medical/dental insurance carrier may be selected during the life of the agreement. The Board offers only the following health insurance plan options:
  - 1. Blue Cross/Blue Shield PPO – See Appendix B for specifications; and
  - 2. Blue Cross/Blue Shield HMO – See Appendix C for specifications.

The District's insurance broker and a representative(s) of Blue Cross/Blue Shield will meet to review premiums for the above plans. These individuals will use their best efforts to attempt to maintain premium ratios between the PPO and HMO plans at the same level as existed in the previous insurance plan year. The recommendations of these individuals will be reported and explained to the Superintendent and the DEO President.

B. Payment

The teachers' portion of the insurance premium for the plan chosen shall be 25% for single coverage throughout the life of this agreement and 45% for 2017-2020 for family coverage provided that any premium increase is less than or equal to 15%. Any premium increase above 15% will be shared by the teacher and the Board of Education equally each year.

The teacher portion of the dental insurance premium shall be 20% for single coverage and 25% for family coverage for the length of the contract. The teacher portion of the life insurance shall be 20%.

C. Additional Insurance

If the Organization votes to increase the insurance coverage listed in Section A, any additional premium shall be paid by the employee.

D. Life Insurance Coverage

Each certified staff employee shall receive \$45,000 life insurance coverage for the life of the agreement.

7.2 Flexible Benefit Plan

- A. The Board shall maintain a flexible benefit spending account which meets the requirements of the Internal Revenue Code. If, at any time, such Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. A teacher may annually elect to participate by choosing to receive benefits not to exceed the IRS maximum in any plan year. The amount elected shall be deducted from the Teacher's compensation. The initial plan year shall commence on October 1 and end on September 30. Prior to the beginning day of the plan year,

each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

1. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
  2. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined in the internal revenue code.
  3. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
- C. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year, and such amounts shall become the property of the plan.
- D. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year.
- E. Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

### 7.3 Tuition Reimbursement

- A. The Board shall allocate \$10,000.00 each school year in order to provide tuition reimbursement to eligible teachers in an amount not to exceed \$1,500.00 per teacher per school year. In order to be eligible for such tuition reimbursement and/or advancement on the salary schedule, the coursework shall be limited to the 1<sup>st</sup> Master's Degree and must meet the following criteria:
1. Courses must:
    - a. be part of an advanced degree program (Masters), and

- b. related to the teacher's professional assignment, or
    - c. lead to a different area of teacher certification or endorsement, within a Master's Program, and
  - 2. Courses must be taken at or through an accredited institution approved by at least one (1) nationally recognized accrediting organization; and
  - 3. The Master's program must receive pre-approval by the Superintendent.
  - 4. For any proposed Master's program that is denied by the Superintendent, the Superintendent must give a written rationale.
  - 5. Any courses taken outside or beyond the Master's Degree shall be the responsibility of the teacher.
- B. All tenured and non-tenured teachers who have completed one (1) year of satisfactory service shall be entitled for tuition reimbursement.
- C. To be eligible for reimbursement, the teacher must receive a grade of "B" or better and submit an official transcript from the institution granting the credit. In the event a graduate class is a "pass-fail" grade, "passing" of such a course will be subject to reimbursement if pre-approved by the Superintendent after presentation of a rationale by the teacher. This documentation must be submitted to the Superintendent within thirty (30) days of completion of the course(s) unless delayed by the institution. Credit on the salary schedule will be granted at the beginning of each school year. Official transcripts or other evidence of completion must be on file by September 15th.

Teachers who receive tuition reimbursement must return to the employment of the District for the remainder of the school year in which reimbursement is paid and the following full school year. Failure to complete this service requirement will allow the Board to deduct the amount of the reimbursement received from the teacher's remaining paycheck(s).

- D. A class must meet a minimum of one/term/semester/quarter to be eligible for undergraduate or graduate credit.

- E. Applicants for tuition reimbursement shall receive reimbursement at the end of the year and prior to June 30. At the end of each school year, the School Board and the DEO will assess the actual tuition reimbursement program cost. The \$10,000.00 allocation will not be reduced, but at the discretion of the Board of Education, may be adjusted upward after the assessment.

In the event the total dollar amount requested for reimbursement exceeds \$10,000.00, the \$10,000.00 allocation will be proportionately divided among those teachers who have met the above requirements, but in no case will individual reimbursement exceed \$1,500.00 per school year.

- F. Coursework leading to certification or qualification in educational administration shall not be eligible for tuition reimbursement or lane movement on the salary schedule.

## **ARTICLE VIII LEAVES**

### 8.1 Sick Leave

- A. All teachers shall be awarded 15 days of sick leave per year. Sick leave shall be allowed to accumulate to three hundred forty (340) days, including the current year's leave. Exceptions for near retirement time teachers would allow an announced retiring teacher to accumulate 355 days of sick leave. Sick leave shall be interpreted to mean leave for personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption, or placement for adoption. Immediate family shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, nieces, nephews, sons-in-law, daughters-in-law, aunts, uncles, and legal guardians.
- B. If a teacher uses a sick day for a day on which he or she is scheduled to attend a conference for which the District has already paid the costs to attend, then the District will first attempt to find and send an appropriate replacement teacher to attend the conference. If no such appropriate replacement teacher is available to attend the conference and no refund of the costs for such conference can be obtained by the District, then the teacher who used a sick day must meet with the Superintendent or his/her designee to explain why a sick day needed to be used. If the teacher is unable to satisfactorily explain or prove why a sick day needed to be used or refuses to meet with the Superintendent or his/her designee, then the teacher may be responsible for reimbursing the District the conference's attendance costs. The terms of such reimbursement will be determined by the Superintendent or his/her designee.



- C. Bereavement Leave: Bereavement leave is only granted after a staff member has used up all available sick leave and is limited to three (3) days, per school year. Bereavement leave applies only to death in the immediate family, as defined above in paragraph A.
- D. At the beginning of each school year, each teacher shall be provided a written statement setting forth his/her accumulated sick leave credit.
- E. Birth/adoption. The use of sick leave for the birth, adoption or placement for adoption of a child shall be limited to 30 days, except that additional sick leave for the birth of a child shall be awarded when medically necessary as determined by a physician licensed in the state in which the medical care is sought.

## 8.2 Personal Leave

Each teacher may be granted two (2) personal leave days annually to be used for business which cannot reasonably be conducted outside of regular school hours. Both personal leave days are subject to the conditions set forth below:

- A. A written request shall be submitted to the Superintendent at least three (3) days prior to the date requested.
- B. Personal leave shall not be allowed for a day immediately before or after a holiday or scheduled vacation. Personal leave shall not be allowed during the first or last week of school, on days of a workshop or an in-service training day.
- C. No more than three (3) teachers may use personal leave in any given day.
- D. Should emergencies exist in Sections A, B, or C above, the Superintendent may waive the restriction.
- E. Personal days not used shall be accumulated as sick days.

## 8.3 Unpaid Leaves

- A. Leave of absence without pay may be granted to a teacher by the Board for a period of one year or less upon the recommendation of the Superintendent.

- B. Leave of absence without pay for military service or serving in the General Assembly may be granted to a teacher by the Board for a period of five (5) years or less upon the recommendation of the Superintendent.
- C. A teacher desiring a leave of absence shall notify the Superintendent, in writing, of his/her desire to take such leave at least thirty (30) days prior to the date on which the leave is requested to begin. The Superintendent and teacher shall mutually agree upon the date on which the teacher is to return to work. In the event that the teacher is unable to return to work on the specified date, he/she will be afforded an opportunity to meet with the Superintendent to discuss an agreeable extension.
- D. The granting of leaves of absence is a separate matter for each teacher and is based upon individual facts in each case. The fact that a leave is granted to one teacher shall not be a precedent for granting of a leave to another teacher.
- E. All leaves of absence shall be granted with the full understanding that the teacher may be assigned to any position for which he/she is qualified upon completion of leave. Every consideration shall be given to returning the teacher to their former position.
- F. Teachers on leave shall be subject to the same reduction in staff as any other teacher.
- G. A teacher on leave who is unable to return to service on the date that was previously mutually agreed upon by the Superintendent and teacher must submit a letter of resignation. The absence of such letter automatically terminates the teacher's employment.
- H. Acceptance of employment elsewhere during the term of a leave of absence automatically cancels the leave unless such employment is mutually agreed upon in advance by the Board and the teacher.
- I. A teacher who is on a leave of absence for a full year does not advance on the salary schedule for that year and does not acquire a year of service for that year with the exception in 8.5 below.
- J. An employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service.

- K. A teacher on leave shall have the opportunity to remain in the insurance group at total cost to employee upon approval of insurance carrier.

#### 8.4 Jury Duty

Teachers who are required to serve on juries shall suffer no loss of pay for that service. Payments received by these teachers from the courts shall be kept by the individuals to cover travel expenses.

#### 8.5 Military Duty

- A. Teachers who are drafted by a military service shall receive no compensation from the District, but shall receive up to a maximum of two years of seniority credit for salary purposes and for Reduction in Staff purposes.
- B. Any employee who is a member of any reserve component of the United States armed services who is mobilized to active military duty shall receive the "same regular compensation" and health insurance or other benefits the employee was receiving at the time of the call-up minus the amount of the employee's base pay for military service for the duration of the active military service.

#### 8.6 Sick Leave Bank

The Board, in cooperation with the Organization, shall establish a sick leave bank subject to the following guidelines:

1. The intent of this plan is to provide extended sick leave to those persons covered by this Agreement who incur a period of prolonged illness, injury or hospitalization of more than twenty (20) consecutive working days.
2. The President of the Organization shall appoint two (2) members and the Superintendent or his/her designee will act as a Committee in all matters that concern the policies of the Sick Leave Bank. The Committee will have final administrative responsibility for the bank.
3. To be a member of the Sick Leave Bank, teachers must donate one (1) sick leave day by October 15 after he/she is hired or by October 15<sup>th</sup> of any given year. Membership in the Bank shall be voluntary and shall continue until the Committee is notified in writing that the teacher has withdrawn from the Bank. If a teacher decides to terminate his/her participation in the Bank, he/she must do so prior to

October 15. The days already accumulated by said teacher shall remain in the Bank.

4. The teacher may not withdraw days from the Sick Leave Bank until the teacher's own accrued sick leave has been depleted, a written certificate of illness from a licensed physician has been received by the Committee, and a period of 5 work days has elapsed after the exhaustion of the teacher's own accrued sick leave. The Committee will then consider the application for withdrawal. A teacher withdrawing sick leave days from the Bank will not have to replace these days except as a regular yearly contributing member of the Bank.

If the Bank becomes depleted or goes below one hundred (100) days during any given school year, the Committee may request each contributing member to donate one (1) additional day to the Bank, but no teacher shall donate more than two (2) days per year to the Bank. The maximum number of days that may accumulate in the Sick Leave Bank is two hundred (200). In the event the Sick Leave Bank is terminated, the available days will be prorated to the contributing members of the Bank teaching in the District at the time of the termination except that a teacher may receive no more than the total number of days the teacher has contributed to the Bank. The Bank shall be terminated only upon unanimous consent of the Committee members.

5. Withdrawals from the Sick Leave Bank may be made only for the remainder of the school term in which such withdrawal was commenced. However, no teacher shall be permitted to withdraw more than twenty (20) days in any school year from the Sick Leave Bank.
6. A teacher shall not hold the Board, Administration, or the Organization liable for decisions made by the Committee, Board of Education, Administration, the Organization, or their respective designees.
7. The Committee shall have responsibility for administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employee sick leave accounting.

#### 8.7 Parental Leave

Teachers who wish to apply for unpaid parental leave following the birth, adoption or placement for adoption of a child shall make written application for the leave with the Superintendent no later than 120 days prior to the date the leave is to commence. The parental leave shall be for a fixed period mutually agreed upon by the teacher and Superintendent, but not to exceed one calendar year in duration. Final disposition of the teacher's request shall be determined by the School Board.

The teacher may utilize accumulated sick leave as provided in Section 8.1(d) during parental leave. If the teacher has exhausted all accumulated sick leave, a leave of absence without pay may be granted. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions are unrelated to parental leave and shall be considered as any other medical disability and the teacher may use sick leave days to the extent that she has them. Excessive teacher sick leave absence prior to the parental leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the Superintendent and the teacher and at the District's expense may be required of the teacher in order to substantiate an inability to continue to teach.

Teachers who are on unpaid parental leave shall be required to work at least 136 days in any given school year in order to advance on the salary schedule and to advance in seniority. Existing seniority may be retained pursuant to the provision of Section 4.5(1).

A teacher on unpaid parental leave will be allowed to enroll in all current fringe benefit programs for which he/she is eligible so long as the insurance carrier writing such coverage continued to approve participation. The teacher shall assume responsibility for the full amount of all premiums applicable to the particular coverage.

## **ARTICLE IX COMPENSATION**

### **9.1 Salary**

For the 2020-2021 school year only, teachers shall be paid per the below provisions. For the 2021-2022 and 2022-2023 school years, the parties have agreed to re-open salary negotiations under this Section 9.1 on or before March 1, 2021. The negotiated salaries for the 2021-2022 and 2022-2023 school years shall be memorialized in a separate Memorandum of Understanding and appended to this Agreement and made a part hereof.

#### **1. Teachers Possessing Only a Bachelor of Arts ("BA") Degree**

For the 2020-2021 school year, returning teachers possessing only a BA degree shall receive a \$1,750 increase in wages over his or her 2019-2020 salary.

Teachers possessing only a BA degree who are hired during or after the start of the 2020-2021 school year shall be paid as follows:

Step	2020-2021
1	48,057
2	48,897
3	49,880
4	50,814
5	51,685
6	52,143

2. Teachers Possessing a Master of Arts ("MA") Degree

For the 2020-2021 school year, returning teachers possessing a MA degree shall be compensated as follows:

Years of Full-Time Teaching Experience in District 150	Amount added to 2019-2020 Salary
1-4	\$1,900
5-10	\$2,100
11-20	\$2,200
21 +	\$2,100

In addition, any returning teacher who obtained a MA degree during the 2019-2020 school year will receive an additional \$1,500 salary increase for the 2020-2021 school year.

Teachers possessing a MA degree who are hired during or after the start of the 2020-2021 school year shall be paid as follows:

Step	2020-2021
1	50,008
2	50,885
3	51,915
4	52,848
5	55,601
6	57,530

### 3. Salary Letter

Each teacher shall receive a salary letter from the Administration, specifying his/her salary for the 2020-2021 school year.

## 9.2 Retirement Incentive

### A. Eligibility

A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria:

1. Completed at least 15 years of full-time teacher service (or the equivalent thereof) in the District.
2. Considered by the Illinois Teacher's Retirement System ("TRS") to be age 55 or over on the date of the teacher's retirement.
3. Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2023.
4. Submit a Letter of Intent to Retire as required below.

### B. Procedures

In order to be eligible to participate in this retirement program, a teacher must submit a letter of intent to retire to the Superintendent, setting forth a retirement date at the end of a school year not later than June 30, 2023. This letter of intent to retire must be received by the Superintendent on or before November 1st of any year of this Agreement. Participating teachers who elect to retire under the provisions of this program will receive only the benefits of this program, and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

## C. Benefit

### 1. Stipend

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the Board agrees to increase the teacher's TRS creditable earnings by 4% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled. This increase will be granted beginning in the school year in which the teacher gives notice as provided above. For example, a teacher giving notice in November 2020 will have his/her 2020-2021 creditable earnings increased by 4% over the teacher's 2019-2020 reported TRS creditable earnings, except as noted below.

A retiring teacher may receive no more than three (3) years (*i.e.* the duration of this Agreement) of 4% creditable earnings increases under this program. It is the intent of the parties that the 4% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who chooses not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive a creditable earnings increase of more than 4% over the teacher's prior year's creditable earnings, except exempt activities under TRS rules and regulations.

### 2. Service Stipend

The Board of Education shall additionally pay to each eligible retiree with 20 or more years of full-time service to the District a post-retirement service stipend in the amount of \$3,000.00.

This service stipend will not be due, owing or payable until the first business day in the January following the teacher's retirement.

### 3. Sick Leave Pay

If the fifteen (15) sick days given a retiring teacher at the beginning of the teacher's final school year makes that teacher's accumulation greater than 340 days, the Board shall pay that teacher thirty dollars (\$30) for each day over 340 days as a post-retirement benefit.



#### D. Program Duration

Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members beyond the term of this Agreement. The benefits set forth above will not be regarded as a policy, custom, practice, or contractual agreement between the parties beyond the term of this Agreement.

### 9.3 Teachers' Retirement System

According to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board agrees to deduct and remit from the established compensation schedule to the Teacher Retirement System on behalf of each teacher, the entire required TRS amount due on creditable earnings. The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the entire required TRS amount due on creditable earnings and shelter said amount for tax purposes. Should any of the above be declared improper by an Internal Revenue Service ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

### 9.4 Payroll Deductions

#### A. Dues Deduction

1. Any teacher who is a member of the Organization may sign and deliver to the District offices, an assignment authorizing the deduction of Organization dues in an amount to be certified annually by the Organization. Such authorization must be submitted to both the Organization and District Office by September 15th or 30 days after final agreement, whichever is later. Assignment shall continue in effect year to year unless canceled in writing by the originating teacher prior to September 15, or 30 days after agreement, whichever is later. If this procedure is not followed, the Organization agrees to indemnify and hold harmless the Board against any claims, demands, suits, or other forms of liability.
2. The Board shall deduct Organization dues on a twenty (20) pay basis beginning in September with the first pay period and continuing up to the 20<sup>th</sup> payment. The Board has no responsibility for collecting past or overdue dues. It shall be the Organization's responsibility to collect the following directly from the teacher: dues owed after cancellation of a deduction authorization, dues owed

before the time the deduction authorization became effective and dues missed because of insufficient earnings.

3. All dues deducted by the Board shall be remitted to the Treasurer of the Organization as soon as possible, but no later than 30 days after such deductions are made.

#### B. Additional Payroll Deductions

1. Teachers shall be reduced in pay at the rate of 1/180 of their salary schedule compensation for unauthorized absences, or authorized absences without pay.
2. Beginning with the 2009-2010 school year, all payroll deductions shall be made monthly from employees requesting hospitalization, dependent hospitalization, and major medical insurance. All payroll deductions for District insurance (i.e. life, additional personal life, dental, and health) will be made during the period from the first paycheck of the school year through June 30 of the school year. Insurance coverage will continue for twelve (12) months, annually, but payroll deductions will be made over 9 months.
3. Annuities: Payroll deductions will be made with payments to a maximum of six (6) companies approved by the Board and the Organization and due at Superintendent's Office by June 1<sup>st</sup>.
4. Credit unions: Payroll deductions will be made with payment to the credit union selected by the Organization.

#### 9.5 Pay Periods

Payroll checks shall be issued every other Friday. A teacher may elect to receive his/her pay checks in twenty-two (22) or twenty-six (26) installments.

#### 9.6 Additional Pay Teacher Assignments – Before or After Workday

- A. Extra-duty pay applies only to the duration of the contract and shall be allowed only for those job assignments listed on the extra-duty schedule. Newly created positions shall be paid on the extra-duty salary schedule specified as other for the duration of the contract. Newly created positions shall be approved by the Administration.

## 9.7 Salary Increases

Teachers who perform regularly assigned duties and/or use accumulated sick and/or personal leave for one hundred twenty (120) or more workdays, of which no more than 30 may be sick and/or personal leave days, will be entitled to an annual salary increase, as set forth in the Memorandum of Agreement pertaining to salaries.

## ARTICLE X TEACHER DISCIPLINE PROCESS

### 10.1 Notice/Disciplinary Conference

- A. Both the District and Organization agree with the tenets of progressive and corrective discipline. Disciplinary action shall consist of the following measures:
1. Verbal reprimand (to be followed by confirmatory correspondence)
  2. Written reprimand (to be placed in the teacher's personnel file)
  3. Suspension without pay (notice to be given in writing)
  4. Dismissal (notice to be given in writing)

When the seriousness of a particular offense makes the application of progressive discipline inappropriate, the appropriate disciplinary step may be taken.

- B. In every instance of a disciplinary infraction, the teacher shall be permitted an opportunity to state the teacher's account of the circumstances serving as the basis for the possibility of disciplinary action prior to the administration delivering its discipline.
- C. Teachers shall be given reasonable notice (no less than three hours) of a disciplinary conference prior to the conference. Such notice shall inform the teacher of the basis for the discipline. Whenever a conference between a teacher and an administrator is held in which there is a discussion of potential disciplinary action, the employee shall have the right to have an Organization representative present. Discipline includes a recommendation of dismissal, suspension without pay or a written reprimand that is placed in the teacher's personnel file or working file, etc.
- D. A conference to discuss an employee's evaluation shall not be construed as the discussion of a potential disciplinary action.

## 10.2 Teacher's Rebuttal

If the teacher does not agree with the discipline, the teacher may submit a written rebuttal to be included in the teacher's personnel file.

## 10.3 Hearing before the Board of Education

Any teacher subject to a recommendation for a suspension without pay or subject to a dismissal recommendation from the Superintendent may seek a hearing on the matter by requesting a meeting with the Board of Education.

# ARTICLE XI TECHNICAL CLAUSES

## 11.1 Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserved unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Illinois, including but not limited to the responsibility for the right:

- A. To maintain executive management and administrative control of the District and its properties and facilities, and the professional activities of its employees.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees, as limited by the included Agreement language.
- C. To establish programs and courses of instruction, including and to provide for athletic, recreational and social events for deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching material, and the utilization of teaching aides of all kinds.

- E. To determine class schedules, the hours of instruction and the duties, responsibilities, and assignments of teachers and non-classroom assignments as limited by the included Agreement language.

## 11.2 Strikes and Lockouts

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown or picketing by the Organization or by its members during the term of this Agreement; or any extensions.
- B. The Board also agrees that it will not lock out any bargaining unit member during the term of this Agreement or any extensions.
- C. If in the event a bargaining unit member is required to report to an assigned work place where a non-bargaining unit member is engaged in a strike, the bargaining unit member shall perform only those duties regularly assigned to bargaining unit members. Bargaining unit members shall not be required to perform non-bargaining unit members' activities.
- D. In the event of any strike, work stoppage, slow-down, or picketing by a non-complying member of the bargaining unit and not authorized by the Organization or its members, and not called in compliance with the terms and provisions of this Agreement, the Board agrees that such violations of this Agreement shall not cause the Organization or its complying members to be liable for damages.

The Organization should take action upon receipt of notice from the District that a violation has occurred and upon receipt of such notice, the responsible Organization representative should notifying those employees responsible for participating in the violation that the appropriate remedy is the grievance procedure that the employee's action is in violation of the agreement. Also, the Organization should inform the non-complying employee(s) it has not authorized the strike or suspension of work and does not approve or condone it.

In the event of violation of this Section, the District may terminate any right granted by this Agreement or by other provisions of District regulations or policy to a non-complying member, which may include termination.

### 11.3 Complete Understanding

This Agreement constitutes the full and complete Agreement of the parties and may be altered, changed or modified only through the voluntary, mutual consent of the parties in a written, signed amendment to this Agreement.

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The parties further acknowledge that the understandings and agreements arrived at by them are fully set forth in this Agreement. Therefore, the Board and the Organization for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, covered by or proposed during the negotiation of this Agreement, including the impact of the Board's exercise of its rights as set forth herein with regard to wages, hours and terms and conditions of employment and including the impact of the Board's exercise of its inherent managerial rights.
- B. The parties also acknowledge that current conditions of employment shall be maintained at not less than the level in effect in the District at the time this Agreement is signed.
- C. The teaching assignments of any bargaining unit member or the responsibilities of any position in the bargaining unit will not be substantially altered, increased, or transferred to a person not a member of the bargaining unit without prior negotiation with the Organization.

### 11.4 Separability

- A. If any provision of this agreement or any application of this agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed that within ten (10) days of receipt of notification of such findings by any court of competent jurisdiction, the negotiations committee shall meet for the purpose of amending the Agreement in order to comply with the law.

- C. All understanding, awards, and/or agreements reached and ratified under this procedure shall be reduced in writing, signed by each party, and made a part of the collective bargaining agreement.

#### 11.5 Effect of the Agreement

- A. Nothing contained herein shall be construed to deny any member(s) of the bargaining unit or the Board rights which are enjoyed under the School Code of the State of Illinois, or under other applicable laws and regulations.
- B. This Agreement supersedes and cancels all previous labor Agreements, verbal or written, between the District and the individual or group(s) of teachers. In the event any policy, rule or regulations of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail. Additionally, any subject not covered in this Agreement, but covered in Board Policy, Teacher's Handbook, or Principal's instructions will remain in full force.
- C. The Appendices to this Agreement are incorporated into and made part of this Agreement.

#### 11.6 Agreement Expiration

This Agreement shall continue in effect until the 31<sup>st</sup> day of July 2023. This Agreement shall expire on that date, unless it is extended for a specific period by mutual written agreement of the parties or is replaced by a successor agreement.

### **ARTICLE XII RATIFICATION OF AGREEMENT**

This Agreement will not be considered binding until such time as the Organization has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

**ARTICLE XIII  
COMMENCEMENT**

13.1 Commencement

All items to be negotiated shall be submitted in writing by both parties. Negotiations shall begin no later than March 1 of the year prior to the end of the current contract, unless both parties agree to an alternate date. Negotiation meetings shall be held as necessary at times and places agreed to by both parties.

**EXECUTION OF AGREEMENT**

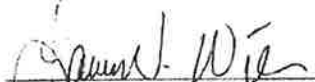
In witness whereof the parties have executed this Agreement by their duly authorized representatives.

Dated the 10 day of July, 2020

**FOR THE DISTRICT 150 EDUCATIONAL ORGANIZATION, IEA/NEA**

  
\_\_\_\_\_  
Jill Horchkin, Chairperson  
Negotiations Committee and President

**FOR THE BOARD OF EDUCATION SOUTH HOLLAND SCHOOL DIST. 150**

  
\_\_\_\_\_  
Lawrence Wilson, Chairperson  
Negotiations Committee

  
\_\_\_\_\_  
Sherie Nunnally, President



**APPENDIX**

**APPENDIX A    EXTRA DUTY SALARIES 2020-23 ..... 49**

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## APPENDIX A

### EXTRA DUTY SALARIES 2020-2023

	1	2	3	4	5	6
Outdoor Ed						
Outdoor Ed Supervisor						
Year Book 2 positions	569	647	725	802	854	923
Drama (play) - 2 positions	544	621	699	776	854	923
Student Activities (2 positions)	544	621	699	776	854	923
Band - Concert - Cadet – Symphonic - Jazz	1,242	1,346	1,449	1,553	1,656	1,743
Chorus	932	1,035	1,139	1,242	1,346	1,435
Boys Basketball – 2 positions 7 & 8	1,414	1,515	1,616	1,717	1,818	1,919
Girls Basketball – 2 positions 7 & 8	1,414	1,515	1,616	1,717	1,818	1,919
Volleyball – 2 positions 7 & 8	1,414	1,515	1,616	1,717	1,818	1,919
Track - 3 positions	465	518	569	621	673	718
Cheerleading - 1 / 2	1,414	1,515	1,616	1,717	1,818	1,919
Activities*	21.00	21.00	21.00	21.00	21.00	21.00
Other	357	382	388	404	419	436
Tutoring	32/hr					
Mentor/Lead Teacher	250.00					
ILT (MCK)	350.00					
ILT (GW)	250.00					

NOTE- The designated number of "positions" noted next to the titles listed above are provided to indicate historical assignment levels and do not guarantee a minimum staffing level for the titles listed.

\*This position is paid on an hourly rate.

**APPENDIX B**  
**PPO PLAN SPECIFICATIONS**

	<u>In-Network</u>	<u>Out-of-Network</u>
Co-insurance coverage	90%	70%
Deductible Amount*	\$1,500	\$3,000
Out-of-Pocket Expenses (including deductible)	\$2,500	\$5,000

Doctor Office co-pay = \$20/\$40

Drug co-pay = \$15/\$30/\$50

Emergency Room co-pay = \$150

\* The Board will reimburse each teacher who pays his/her deductible up to \$500 annually and will make reasonable efforts to render such reimbursement non-taxable. The Board obligation to reimburse will apply only as follows:

<u>Deductible Amount</u>	<u>Board Reimbursement</u> (up to \$500)
\$1,500 (In-Network)	available after teacher pays first \$1,000
\$3,000 (Out-of-Network)	available after teacher pays first \$2,500

**APPENDIX C**  
**HMO PLAN SPECIFICATIONS**

	<u>In-Network</u>
Co-insurance Coverage	100%
Deductible	None
Out-of-Pocket Expenses	\$1,500

Doctor Office co-pay = \$20/\$40

Drug co-pay = \$15/\$30/\$50

Emergency Room co-pay = \$150

South Holland School District 150  
Certified Staff

PREPARATION TIME REQUEST

Greenwood \_\_\_\_\_

McKinley Elementary \_\_\_\_\_

McKinley Junior High \_\_\_\_\_

Name \_\_\_\_\_

Grade \_\_\_\_\_

I did not receive my contractual Preparation Time

On \_\_\_\_\_ (Date)

From \_\_\_\_\_ (Time)

Because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please, contact me to make arrangements for restoration of the missing time.

Signature \_\_\_\_\_

A teacher whose preparation time falls below two hundred (200) minutes in any given normal week will fill out a form stipulating the amount of time lost, excluding time lost due to non-regular activities as listed: institutes/in-service days, early dismissal days, field trips, holiday breaks, or emergencies. Said form shall be turned into the building administrator by the end of the following week. The administration shall hire a substitute teacher that shall come into said teacher's classroom at least once a month for compensation of the time lost.

