

**CONTRACT**

**BETWEEN**

**BOARD OF EDUCATION OF CAHOKIA SCHOOL  
DISTRICT #187**

**AND**

**CAHOKIA COMMONFIELDS FEDERATION OF TEACHERS  
LOCAL 1272, IFT-AFT, AFL-CIO**

**2021-22 School Year  
Through  
2024-25 School Year**

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## DEFINITIONS

The term "teacher" as used in this agreement shall refer to all certified personnel engaged in teaching classes or in counseling, social worker, as well as librarians and all department chairmen.

The term "Nurses" as used in this Agreement shall be defined as a person registered as a nurse by the State of Illinois who holds a Type 73 Certificate and duly employed by District # 187 to implement the health services for the District.

The term "non-certified employees" as used in this agreement shall be defined as a person who is employed in a position that does not required certification under the Illinois School Code, these employees include, paraprofessionals, classroom aides, health aides, (a health aide is defined as a registered nurse licensed by the State of Illinois), instructional technologists, and library technicians.

The term "Board" as used in this agreement shall mean the Board of Education of Cahokia Unit School District #187, in St. Clair County, Illinois.

The term "Union" as used in this agreement shall mean the Cahokia Commonfields Federation of Teachers, Local #1272, IFT-AFT, AFL-CIO excluding members of the Cahokia Commonfields Federation of Teachers, , Local #1272, IFT-AFT, AFL-CIO, Secretarial Council and Cahokia Commonfields Federation of Teachers, , Local #1272, IFT-AFT, AFL-CIO, Service Workers Council.

The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Cahokia Unit School District #187, or his/her delegate.

The term "school year" as used in this agreement shall mean the period of time from the opening of the schools of the district in the fall through the closing of the schools of the district in the spring, as specified by the official Board adopted School Calendar.

The term "Building Representative" shall refer to an elected representative for the Union or Union designee in each school in Cahokia School District.

The term "parties" as used in this agreement refers to the Board and the Union as participants in this agreement.

The term "extra-curricular activities" as used in this agreement refers to the areas of the total curriculum which are special learning activities not usually provided during regular classes during the regular school day, but are recognized as important experiences to the overall development of students by all professional staff members.

The term "negotiations" shall be synonymous with the term "bargaining."

The term "school work day" shall be defined as the time established by the Board of Education, but shall not exceed seven (7) clock hours.

The term "contract year" as used in this agreement shall mean the period of time from the opening of the schools of the district in the fall, through the opening of school the following fall, as specified by the official Board adopted School Calendar.

The term "homebound instructor" as used in this agreement shall mean a certified teacher that provides instruction to students that qualify for homebound services based on the diagnosis and prognosis of the illness or injury by a

physician or unique circumstance approved by the Superintendent and/or designee. The instructor is responsible for following all district procedures.

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Union as the sole and exclusive bargaining representative for all classroom teachers, guidance counselors, nurses, librarians, teachers on leave, special area teachers, social workers, non-certified employees, homebound teachers, department chairmen, organizational sponsors and full and part-time library aides. The Union will not negotiate for the following certificated personnel: administrators, psychologists, or any other personnel excluded by law.

The Board and the Union shall make available to each other upon reasonable request, any and all existing information, statistics and records relevant to negotiations necessary for the proper enforcement of terms of this agreement.

Neither the Union nor the Board shall take action in violation of or inconsistent with any provisions of this agreement.

The Superintendent or his/her delegate and representatives of the Union shall meet as needed to discuss matters of educational policy or matters relating to the implementation of this agreement, unless canceled by mutual agreement.

Whenever the Superintendent presents a financial statement to the Board at an official Board meeting, copies of such reports shall be forwarded via district email to the Union president or his/her delegate at the same time.

A copy of any proposed official budget for District #187, for each fiscal year, shall be forwarded via district email to the Union president for examination before adoption by the Board.

A copy of the final budget statement and audit shall be forwarded via district email to the Union president at the end of the fiscal year.

The Board shall provide the Union with a current policy manual. The Union shall receive copies of all proposed and newly-adopted Board policies. A copy of the Board of Education policy manual shall be available at all times in each principal's office. As policies are revised and changed, the superintendent shall notify and communicate these changes to the employees.

The District shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, and direction of employees. The District shall bargain collectively, though, with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by Local 1272. This agreement represents the complete and full agreement by the parties in respect to wages, hours and terms and conditions of employment addressed in this agreement.

## **ARTICLE 2 - FAIR PRACTICES**

The Union and the Board agree to continue to work affirmatively in implementing their mutual objectives according to this agreement.

The Union agrees to continue to admit all teachers to membership and to represent equally, all teachers without regard to membership or participation in, or association with, activities of any teachers' organizations.

The Union and the Board agree to follow fair practices in negotiations.

### **ARTICLE 3 - PROFESSIONAL NEGOTIATIONS**

The parties agree that there shall be no discriminatory action against any member of the faculty on the basis of race, creed, color, national origin, sex, or marital status, or because of membership in the Union, or against non-members.

In order to eliminate misunderstandings and to assure a smooth operation of this agreement, at least two meetings per year shall be held by the Union and the Board, at the request of either party. One such meeting shall be held on or before October 1, and another on or before February 1. Said meetings will not be used to negotiate changes in the contract, but shall be restricted to clarification and interpretation of the contract.

The president of the Union shall be notified of all special Board meetings by the Superintendent's office.

Conformity of Law:

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable State or Federal law, the provision shall be declared void for the duration of this agreement. All other provisions shall remain in full force and effect for the duration of this agreement.

The Union President or his/her designated representative shall be allowed ten (10) days off, if needed, to take care of Union business with the understanding that the Union will reimburse the district for the cost of a substitute's salary for all such days, except when he/she is occasionally absent for a short duration (two hours or less). He/She shall first obtain the principal's approval and be responsible for getting a teacher who is approved by the building principal to assume his/her teaching assignment on a voluntary basis. Reimbursement shall be made within ten (10) working days of the absence. Procedures to ensure compliance will be the responsibility of the Union when notified by the administration.

During negotiations sessions, the Board and the Union shall each be represented by a team of no more than eight (8) representatives. The eight (8) representatives for any individual negotiation session will be drawn from a pool of representatives as agreed to in the Negotiation Guidelines.

### **ARTICLE 4 - USE OF SCHOOL DAY**

Teachers shall use the school day for:

1. Planning and preparing for their classes.
2. Teaching their pupils daily, using Board approved curriculum.
3. Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.
4. Reporting and evaluation of pupil progress to the school administration and to the parents of the children whom they teach at such times as specified by district policy and according to accepted practice.

5. Providing time for conferences with student, parents, supervisors and administrators.
6. Assuming other responsibilities for the education, health, safety and welfare of their pupils as directed by their administrators.

#### **ARTICLE 5 - SCHOOL YEAR**

The teachers' school year shall consist of one hundred seventy-six (176) actual pupil attendance days (actual teaching days), four (4) institute days, plus legal holidays. Any days allowed by law for teachers' institutes, but not used as such, shall increase the teachers' teaching days by the number of days not so used. Whenever a legal holiday falls on Saturday or Sunday, the Friday prior or Monday following, shall be the school holiday. The Superintendent shall consult with the Union president or his/her designee prior to recommending a calendar to the Board.

#### **ARTICLE 6 - CLASSROOM INTERRUPTIONS**

Classroom interruptions are to be held to a minimum. Whenever possible, classroom teaching shall not be interrupted for the purpose of parent conferences with teachers. Conferences should be scheduled ahead of time if possible in order to facilitate proper procedure. An administrator should be present at conferences if requested by the staff member.

#### **ARTICLE 7 - EXTRA-CURRICULAR DUTIES**

Provisions for extra-curricular activities are divided into two classes. The first class is governed by subparagraph (A) below which applies to any and all organizations except athletic sports. The second class is governed by subparagraph (B) below and these provisions apply only to athletic sports.

##### **A. Organizations**

No employee shall be forced to take a head sponsorship of any organization.

If no certified union employee assigned to a particular school will take the responsibility for an organization within that particular school, then the position may be taken by a non-certified union employee assigned to that particular school. If no non-certified union employee assigned to that particular school will take responsibility for an organization, then the position may be filled by a non-certified employee assigned to that particular school. If no employees assigned to that particular school will take responsibility for the organization, then sponsorship of the organization shall be offered District-wide following the same certified union employee, non-certified union employee, non-union employee priority. If no district employee will accept the responsibility of sponsorship of the organization, then it may be offered to a qualified non-employee of the district applicant.

Each building principal shall maintain a list of minimum responsibilities required of any sponsor within that building.

If an educational worker performs an academic duty, for which the educational worker is qualified, he/she shall be compensated at the same rate of pay as a certified employee performing the same academic duty.

Sponsors will maintain their positions unless the sponsor is removed by the board due to performance issues or resigns his/her sponsor position. If a sponsor position is vacated by the Board for any reason and re-created the

sponsor from the previous year shall maintain the sponsor position unless the sponsor is removed by the Board for performance issues or resigns his/her sponsor position.

Sponsors should be allowed to defend themselves when relieved of sponsor duties and should be given concrete reasons for dismissal.

Remuneration for organizational duties such as chaperoning, ticket-taking and selling, will be paid at the rate of thirty (\$30) dollars per event.

Salary stipends for such activities as class or organization sponsorship are established by Board adopted salary schedule.

#### **B. Athletic Coaching Position**

No employee shall be forced to take a head coaching position of any sport.

Athletic coaches will be selected based upon qualifications of applicants by the Board of Education. The assessment of qualifications is solely that of the Board of Education.

Coaches will maintain their positions unless the coach is removed by the board due to performance issues or resigns his/her coaching position. If a coaching position is vacated by the Board for any reason and re-created the coach from the previous season shall maintain the coaching position unless the coach is removed by the Board for performance issues or resigns his/her coaching position.

Unless the coaching position is vacant during the relevant time periods in this paragraph, all coaching assignments for the ensuing school year shall be made prior to the closing of the school year in session, except vacancies for which candidates from outside the district are being considered. Coaching assignments for the fall and winter sports shall be made forty-five (45) calendar days prior to the closing of the school year in session.

Coaches should be allowed to defend themselves when relieved of coaching duties and should be given concrete reasons for dismissal.

Remuneration for athletic duties such as chaperoning, ticket-taking and selling, will be paid at the rate of thirty (\$30) dollars per event.

Salary stipends for such coaching positions are established by Board adopted salary schedule.

### **ARTICLE 8 - MATERIALS AND CURRICULUM**

All teachers shall present the required material and curriculum in accordance with the policy as established by the Board of Education. Questions which arise as to the adaptability and/or suitability of a particular learning activity/directive within the classroom may be raised by the teacher, supervisor, building principal, and Union representative.

### **ARTICLE 9 - SUPPLY ORDERS**

The administration shall provide the necessary supplies for the various teaching levels; including copy paper and copy supplies through the principal's office.



## **ARTICLE 10 - FACULTY LOUNGE**

Each school shall be provided with a clean, attractive, comfortable faculty lounge. A folder including Board minutes shall be available in each faculty lounge.

The purpose of the faculty lounge is to provide the district staff with a private common area to eat meals, plan and prepare instruction, and collaborate with colleagues. Teachers and other district staff should discourage students and non-educational visitors from entering the lounge area. All efforts should be made to minimize the use of the faculty lounge for reasons other than the intended purpose.

## **ARTICLE 11 - STAFF MEETINGS**

One certified staff meeting per quarter and one department meeting or grade level meeting per quarter, not to extend more than one hour beyond the student dismissal time, may be called by the administration if there are less than two half-day school improvement days during the quarter. All other certified staff meetings shall be voluntary and confined to a minimum number and length.

After a minimum of two weeks' notice, certified staff shall attend at least one open house, not to exceed one and half hours, at the school of his/her work assignment in any given school year. Certified staff shall attend at least one other non-normal working hour event that provides for invitation to parents/guardians of the students at the school of his/her work assignment in any given year.

## **ARTICLE 12 - NEW TEACHER ASSISTANCE**

The present policy concerning special attention, assistance, and guidance techniques to new teachers shall be retained and shall be expanded whenever possible, with emphasis being given to teachers in their first year of teaching in the state of Illinois.

## **ARTICLE 13 - PERSONNEL RECORDS**

Teachers' official files in the Central Office shall be open to examination by the teacher in the presence of the Superintendent or his/her delegate, and all additions to the file which are evaluative in nature shall be initialed by the teacher and the Superintendent or his/her delegate.

No official report concerning a teacher shall be filed by an administrator unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to any evaluative report or statement. Such a response shall be attached to and filed with the report or statement in the teacher's official personnel file. None of the contents in the teacher's official file may be removed from the Central Office without the permission of the Superintendent or his/her delegate and the teacher involved.

## **ARTICLE 14 - CLASS SIZE**

Class size shall be limited to the smallest number of pupils possible. Whenever possible, an effort shall be made to equalize the class size, with particular emphasis on the smallest class size possible at the kindergarten and primary level. In the case of planned staff reductions, the Union will be given access to existing information that said decisions would be based on.

The district will make every attempt to adhere to the following recommended class sizes:

Kindergarten Readiness – 3<sup>rd</sup> Grader                      Maximum of 25 students

4 <sup>th</sup> Grade – 6 <sup>th</sup> Grade	Maximum of 27 students
7 <sup>th</sup> Grade – 12 <sup>th</sup> Grade	Maximum of 30 students
Physical Education Classes	Maximum of 40 students

If a class exceeds the recommended maximum class size, and there are other classes at the same grade level in the district under the recommended maximum class size, students may be transferred to help equalize class size unless a mutually agreeable alternative solution is found in consultation between the building principal, the teacher involved, a union representative and the superintendent.

**ARTICLE 15 - TEACHER ASSIGNMENTS**

Whenever possible, teachers are to be assigned teaching positions for which they are best qualified.

When a teacher is qualified to teach in more than one department, every reasonable effort shall be made to assign him/her to the department of his/her choice.

A teacher who wishes to be reassigned for the ensuing school year must initiate such request not less than ninety (90) calendar days prior to the close of the current school term. The Superintendent or his/her designee shall retain the final responsibility for assignment of staff in accordance with class needs and the best interest of the school.

**ARTICLE 16 - TEACHER USE OF PLAN PERIOD(S)**

Teachers may be permitted to leave the school building at times when their classes are not meeting, with due notice to the building principal and with his/her approval. A teacher shall be able to switch a scheduled lunch period and plan period with approval of the building principal. The Board and Union agree that a teacher's plan period is part of the normal school day, and that the teacher should be able to devote this time to lesson preparation, professional conferences and other functions leading to effective teaching. The teacher is expected to be in his/her respective building during the plan period unless such person has approval to be away from the building during that period.

**ARTICLE 17 - COMMITTEE MEMBERSHIP**

Released time may be granted to teachers serving on curriculum study committees whenever sufficient substitute teachers are available.

Whenever a volunteer committee is to be selected, notice of the establishment of such a committee shall be posted in the Teachers' Lounges and offices of all buildings at least seven (7) days prior to the date of selection of such committee members. The selection of members shall be based on qualifications, availability of time, interest, and representation of various grade levels. The Board of Education, through its appointive administrative personnel, retains the right to judge qualifications of all personnel. The names of the selected committee members shall be posted in the teachers' lounges and offices of all buildings.

**ARTICLE 18 - ROOM ASSIGNMENTS**

Room assignments for teachers shall be based on needs as determined by the program being offered within each department, and due consideration will be given to the teacher with the longest consecutive tenure in the department.

## **ARTICLE 19 - TEXTBOOK STUDY COMMITTEES**

Textbook Study Committees will adhere to the following provisions:

1. Textbook adoption(s), review(s) and revision(s), will consist of ongoing committees reporting annually to the Board.
2. Teacher representation on adoption, review, and revision committees will be guaranteed to persons from the grade level(s) and subject area(s) involved, as well as to other concerned teachers throughout the school district.
3. Whenever a textbook adoption review and revision committee is to be selected, notice of the establishment of such a committee shall be posted in the teachers' lounges and offices of all buildings, at least seven (7) days prior to the date of selection of such committee members.
4. The Board retains the right to judge the qualifications of all volunteer personnel.
5. The names of the selected committee members shall be posted in the teachers' lounges and offices of all buildings.
6. The adoption, review, and revision committees will be charged with the responsibility of an annual review, which includes a staff survey of text materials appropriate to the subject/content area to be studied, and, in turn, will make recommendations to the Superintendent.
7. If a majority report of the committee exists prior to the decision of the Board of Education to adopt a new textbook, that report shall be presented to the Board for its consideration before a final decision is made.

## **ARTICLE 20 - DEPARTMENT CHAIRPERSON**

Department chairpersons who supervise at least three (3) teachers, but fewer than ten (10), shall be entitled to one class period of released time in addition to the regular plan period. Those who supervise ten (10) teachers, but fewer than sixteen (16), shall be entitled to two class periods of released time, plus the regular plan period. Department chairpersons shall be paid a base stipend of \$400 plus \$25 for each teacher in the department, exclusive of the department chairperson. Any teacher who teaches three or more classes in a given department will be considered a member of that department. The department chairperson shall be required to work beyond the school year for a number of days equal to the number of members in his/her department, including the chairperson. This number shall not exceed ten (10) days. These days shall be paid at the department chairperson's daily rate of pay. The work dates shall be determined by mutual agreement between the department chairperson and the building principal.

Whenever possible, a department chairperson shall be a teacher legally qualified to teach in the department he/she supervises. A Department Chairperson without an administrator's certificate will be permitted to observe teachers in their department as well as follow up monitoring to assess a teacher's progress in improving areas of concern involving subject area content only.

In cases where a teacher does not clearly fit in one department, supervision credit shall be pro-rated among the department chairpersons involved. Teachers required to attend the administrator's academy shall do so on school time or be compensated at the class coverage rate.

It is understood that the administration shall determine which subject areas will have a department chairperson. It is also understood that the administration has the authority to accept or reject department chair candidates.

## **ARTICLE 21 - JOB DESCRIPTIONS**

The Superintendent shall maintain a current job description for each administrative and supervisory position in the district. Such description shall provide a clear definition of the necessary professional qualifications as well as the responsibilities for the position to which it pertains. These descriptions shall be available to the teachers and other members of the staff.

## **ARTICLE 22 - JOB POSTING AND BIDDING**

All vacancies in existing or newly created teaching, administrative, or guidance positions which occur during the school year are to be posted in teachers' lounges and offices of all buildings. All teachers are to be given the opportunity to bid on vacancies for a period of five (5) working days.

All persons interested in such vacancies shall submit a bid for each position desired. All bids shall be sealed until after the expiration of the posting period. Award of bids shall be based on order as determined as follows:

1. Proper certification for position being bid;
2. A "highly qualified" bid shall be considered before someone not "highly qualified" as defined by ISBE;
3. A bidder's group classification as determined by the Joint Committee Layoff List, i.e., a group 4 applicant shall be considered before a lower group applicant. A person's position within the group shall not be considered and a tie will go to step 4;
4. The applicant with more years teaching in the relevant grade level or subject matter. Grade levels shall be categorized as K-3, 4-6, and 7-8 (if not departmentalized); and
5. The applicant with more years teaching in the district.

If no bid is received, the position becomes an appointed position.

New positions created or any other vacancies which occur on or after the last day of teacher attendance of the current school year will be filled by a new appointee for the following school year and not subject to the bidding procedure until the end of that school year.

All positions filled by appointees during the school year will be posted for bid no later than May 1 and assigned no later than May 30 of the current school year.

B vacancies resulting from a successful bid shall be bid no later than the last day of student attendance and assigned within five (5) working days

A vacancy is defined as a bargaining unit position newly created or resulting from a promotion to administration, a successful bid, death, dismissal for cause, resignation or retirement.

## **ARTICLE 23 - REMEDIAL CLASS ASSIGNMENTS**

Remedial classes should be assigned on a rotation basis and by mutual agreement, and after all aspects of the matter are carefully considered, the administrator charged with the responsibility will make the final decision. Any teacher volunteering for such an assignment shall be given priority when such assignments are made. Teachers shall not be assigned to remedial classes for more than two (2) consecutive years unless on a voluntary basis.

## ARTICLE 24 - CLASS COVERAGE

When classroom coverage is needed due to teacher absence, the following provisions will be applicable:

1. Certified substitute teachers shall be provided for all classroom teachers, and whenever available, for elementary school physical education teachers, music teachers, art teachers, and L. D. teachers. Substitute librarians and nurses shall be provided when, in the opinion of the building principal, circumstances require a substitute. No substitute shall be provided for counselors or any other teachers not normally regarded as classroom teachers.
2. When a substitute teacher is not available, certified teachers shall be assigned to cover teacher absences and be reimbursed at a rate of fifteen dollars (\$15.00) for thirty (30) minutes or less, and thirty dollars (\$30.00) for thirty-one (31) minutes to one (1) hour.
3. It is understood that remuneration will be given for those times the regular classroom teacher is deprived of normal preparation and planning time. Also, it is understood that the covering teacher shall use the time involved to instruct pupils in the subject area so designated in the schedule, provided that the substituting teacher has available the necessary material and/or equipment to adequately instruct the class.
4. A rotation list to be used throughout the year shall be made by the building administrator and building representative at the beginning of the school year. Each teacher shall indicate, in writing, whether he or she wishes to be included on this list. The list will be made according to the subject matter and building seniority.
5. In an emergency, an unlisted teacher shall accept a substitute class assignment when so directed by the building administrator and shall be paid at the aforementioned rate of pay.

Subdividing classes among other teacher's classes shall be a last resort if no substitute is available. The rate for all day subdividing shall be the class coverage rate divided among teachers covering for a standard 5½ hour day.

6. Time accumulated will be turned in at the end of the month and will be payable twice a year in December and June.
7. When a teacher, with approval from the building principal, makes arrangements to have his classes covered by another teaching staff member during that teacher's absence for personal reasons, (three periods or less), there will be no compensation for the teacher covering the classes, nor will there be a resultant loss in pay by the absent teacher. Under no circumstances shall this clause be interpreted as a provision for teachers taking a full day's personal leave.
8. Personnel shall be allowed to request specific substitutes. Upon said request, a reasonable effort will be made to acquire the services of the requested substitutes.
9. Remuneration for after school detention and breakfast supervision will be paid at the rate of twenty-five dollars (\$25) for certified staff and twelve dollars and fifty cents (\$12.50) for non-certified employees.
10. Social Workers who perform legally mandated work, such as Threats of Violence or Department of Children and Family Services issues, after their normal work hours will be paid a stipend of sixty dollars (\$60) for the work performed.

## **ARTICLE 25 - ASSISTANCE IN LEGAL CASES**

Teachers, nurses and non-certified employees shall have School Board assistance in any unprovoked assault case which occurs on school property or during a school related activity. This assistance shall consist of:

1. Notifying the proper authority on behalf of the teacher, nurse or educational worker.
2. Providing any legal assistance necessary by the Board attorney.
3. Acting in all ways on behalf of, and for the protection of, the teacher's, nurse's, or educational worker's legal rights including legal representation.
4. If in the event a Union attorney is provided, the School Board is not relieved of any of the above-mentioned obligations.
5. The Board shall pay no fees except for the Board appointed attorney.
6. Any student involved in the assault and battery of a teacher, nurse, or educational worker shall be immediately removed from the situation by the administrator in charge, and an investigation initiated.

## **ARTICLE 26 - DUTY FREE LUNCH PERIOD AND TEACHER PLAN TIME**

A 60 minute duty-free lunch period shall be provided daily, 30 minutes of which shall be duty-free in the middle of the school day and 30 minutes duty-free at the end of the school day. Teachers will be given sufficient passing time immediately prior to their scheduled lunch period. This time will be used for lunch preparation and escorting students to the lunchroom. Supervisors for lunchroom and lunch time recess shall be provided in order to relieve teachers of this duty. No teacher shall have lunchroom or playground duty unless paid at the classroom coverage rate. Non-certified employees shall have the same amount of time as the building to which they are assigned.

The classroom coverage rate of pay does not apply to teachers who do not have a full class schedule and who are given a duty assignment to complete their schedule. This released time shall be in addition to the contractual plan time.

High school teachers shall have a plan period each day equal to the amount of minutes taught in a class hour with a minimum plan period for each teacher of forty-five (45) minutes. Elementary and Middle school level teachers shall have a plan period each day of at least forty (40) minutes.

Itinerate instruction will be supplemental to current special area instruction that includes art, music, and physical education.

## **ARTICLE 27 – INFORMATION ABOUT STUDENTS**

When a child is placed in any class, information provided by the child's parents or guardian concerning any special medical or psychological condition shall be available to the receiving teacher. All such information is confidential and shall not be communicated by the teacher to anyone unless the teacher is authorized to do so by the principal of the school. Notification of said information being available to the teacher shall be sent to the teacher as soon as reasonable. All district personnel must comply with all applicable federal and state privacy laws concerning the disclosure of student information and/or records including but not limited to the Federal

Educational Rights and Privacy Act of 1974, (20 U.S.C. § 1232g et. Seq.), and the Illinois School Student Records Act, (105 ILCS 10/1 et. Seq.).

**ARTICLE 28 – ASSISTANCE FOR PROBLEM STUDENTS**

Emotionally disturbed pupils and pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their class are to be given reasonable early support in the form of psychological and social work assistance, as well as reasonable support from administrative personnel.

**ARTICLE 29 – HOMEBOUND TEACHERS AND SUMMER SCHOOL TEACHERS**

Selection of homebound teachers will be put on a rotation basis with regard to qualifications of teachers. If a teacher refuses an assignment or completes an assignment, that teacher shall be placed at the bottom of the list. A student’s classroom teacher, or a qualified teacher in the student’s attendance center, will have priority. Homebound instruction must occur outside of the teachers “school work day.”

Summer school programs shall be offered at the discretion of the administration; however, teaching assignments shall be made on the basis of a rotation list of qualified personnel who have registered for summer teaching.

Homebound and summer school rate of pay shall be \$30.00 per hour. In case of more than one applicant per position, seniority shall be the deciding factor subject to the rotation provision. Homebound and summer school instructors must submit their monthly work calendars by the 10<sup>th</sup> of the following month. Failure to submit monthly work calendars by the 10<sup>th</sup> of the following month may result in payment for instruction being delayed until the following month. Failure to submit a monthly calendar within two (2) months of the end of the month during which services were provided will result in a loss of payment for that month. Work calendars for the final full month of the school year must be submitted within five (5) days of the last day of pupil attendance.

**ARTICLE 30 – SICK LEAVE FOR CERTIFIED STAFF**

Teachers shall be granted sick leave annually as follows:

1 – 19 years of credible service	12 days per year
20 – 23 years of credible service	15 days per year
24 – 27 years of credible service	30 days per year
28 years of credible service or more	40 days per year

Accumulative sick days may not total more than three hundred forty (340) days. Any teacher who works beyond the normal school year shall earn one (1) additional sick leave day for each month worked beyond the normal school year, specifically nine and one-half (9 ½) month employees shall receive an extra one-half (½) day, ten (10) month employees shall receive one (1) extra day, ten and one-half (10 ½) month employees shall receive one and one-half (1 ½) extra days, eleven (11) month employees will receive two (2) extra days, and twelve (12) month employees shall receive three (3) extra days.

If an individual who has accrued twenty-four (24) or more days of sick leave exhausts all accumulated sick days in a given school year, and returns to work during the school year in which the accumulated sick days were exhausted, that individual will be assured one (1) sick leave day for each month or partial month remaining in the individuals current work year.

An individual who has accumulated forty-five (45) or more days of sick leave will be assured of an accumulated total of thirty (30) sick leave days upon return to work the next school year, even though she/he may have used up all of her/his accumulated sick leave.

An individual who has accumulated one-hundred (100) or more days of sick leave will be assured of an accumulated total of sixty (60) sick leave days upon return to work the next school year, even though she/he may have used up all of her/his accumulated sick leave.

The sick leave provision is not applicable to summer programs. The teachers agree to reprimand any member of the teaching staff who violates the provisions of the sick leave policy. Flagrant violations of the sick leave policy shall be brought to the attention of the administration.

There shall be no loss of days accumulated before this agreement.

A teacher employed for half-time teaching for a full calendar year shall accrue six (6) full days of sick leave benefit.

A teacher employed to teach full-time for as many days as are in the shortest semester shall accrue sick leave benefits on a basis of one (1) per month.

To the extent any provision of this Article would result in the imposition of a penalty to the District from TRS said provision will be construed to avoid any such penalty.

### **ARTICLE 31 – SICK LEAVE/TARDY ABUSE FOR CERTIFIED EMPLOYEES**

This Article applies to sick leave abuses and tardies only. All other failures by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed are governed by the School Code.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. The District may require a physician's certificate as a basis for pay during a leave after an absence of three (3) days for personal illness. The use of sick leave for any purpose other than the above reasons shall be considered an abuse of sick leave.

Any abuse of the sick leave/tardy policy shall subject the employee to the following discipline:

1. First warning ..... written notice
2. Second warning.....three days off without pay
3. Third warning..... five days off without pay
4. Fourth warning..... ten days off without pay and notice to remedy
5. Fifth warning..... termination

The Union shall be present for all meetings involving an employee's progressive discipline unless the employee requests the Union not be present, and the Union President shall receive copies of all letters.

### **ARTICLE 32 – SICK LEAVE FOR NON-CERTIFIED EMPLOYEES**

Non-Certified employees shall be granted twelve (12) days of sick leave annually plus one (1) additional day for each month worked beyond the normal school year, specifically nine and one-half (9½) month employees shall receive an extra one-half (½) day, ten (10) month employees shall receive one (1) extra day, ten and one-half (10



½) employees shall receive one and one-half (1½) extra days, eleven (11) month employees will receive two (2) extra days, and twelve (12) month employees shall receive three (3) extra days.

The sick leave as described in the above paragraph shall be known as the “Annual Allotment”, and shall be awarded consistent with the schedule below.

- 0-19 years of service with the District                      Annual Allotment
  
- 20 years of service with the District                      Annual Allotment (provided the employee has fewer than 121 sick days accumulated at the conclusion of the employee’s 19<sup>th</sup> year of service with the District)
  
- 20 years of service with the District                      75 days (provided the employee has at least 121 sick days accumulated at the conclusion of the employee’s 19<sup>th</sup> year of service with the District)
  
- 21 + years of service with the District                      Annual Allotment

All employees covered under this contract shall accumulate sick leave to a maximum of 240 days.

If an individual who has accrued twenty-four (24) or more days of sick leave exhausts all accumulated sick days in a given school year, and returns to work during the school year in which the accumulated sick days were exhausted, that individual will be assured one (1) sick leave day for each month or partial month remaining in the individual’s current work year.

**ARTICLE 33 – SICK LEAVE/TARDY ABUSE FOR NON-CERTIFIED EMPLOYEES**

This Article applies to sick leave abuses and tardies only. All other failures by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed are governed by Article 36.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. The District may require a physician’s certificate as a basis for pay during a leave after an absence of three (3) days for personal illness. The use of sick leave for any purpose other than the above reasons shall be considered an abuse of sick leave.

All employees shall arrive ready to work at the proper and expected date and time. The failure to arrive ready to work at the proper or expected date and time shall be considered a tardy violation of this Article.

Any abuse of the sick leave/tardy policy shall subject the employee to the following discipline:

1. First warning ..... written notice
2. Second warning.....three days off without pay
3. Third warning..... five days off without pay
4. Fourth warning.....ten days off without pay

5. Fifth warning..... termination

The Union shall be present for all meetings involving an employee’s progressive discipline unless the employee requests the Union not be present, and the Union President shall receive copies of all letters.

**ARTICLE 34–PARENTAL LEAVE**

A tenured teacher may ask for a parental leave of absence by submitting a request in writing to the office of the Superintendent of Schools for official action by the Board of Education. Leave, for the purpose of meeting adoption regulations, shall be considered as parental leave.

With the submission of the request for leave, the teacher shall provide a statement of verification from a physician or adoption official indicating the date on which the child is expected. Notification of the commencement of this leave must be given thirty (30) days in advance, with the stipulation that if the arrival of the child comes before the due date the leave commences immediately.

When the termination of the leave is desired, the teacher is obligated to notify the Office of Superintendent of Schools thirty (30) calendar days prior to the date duties are to be resumed. The Superintendent of Schools reserves the right to request a physician’s statement verifying the teacher’s ability to return to work. The maximum length of time for a parental leave shall be nineteen (19) calendar months, with a maximum of fifteen (15) calendar months after the arrival of the child.

It shall be understood that when the leave’s termination is within thirty (30) days of the end of a semester, the teacher will not resume duties until the beginning of the next semester.

At the termination of the leave of absence, the Board of Education will make every reasonable effort to place the teacher in the same position and room. Tenure status shall not be affected by exercising the right to parental leave. The teacher’s salary will be based on the same step of the salary schedule the teacher was on at the time the leave went into effect, except where the leave goes into effect after the individual has taught as many days as the number of teaching days in the shortest semester. In such event, the teacher will be given credit for a full year’s teaching and be placed on the succeeding step of the salary schedule.

**ARTICLE 35 – PERSONAL BUSINESS DAYS**

The Superintendent, or his/her designee, shall allow five (5) days of absence per year, (non-accumulative), for conducting business which necessitates the person’s presence and/or which cannot be done at another time. This clause is not for personal pleasure, shopping or recreation. One day’s prior notice should be given to the building principal if at all possible.

The words “personal days” shall be sufficient statement of reason when requesting the use of a personal day prior to the use of a personal day. When reporting the use of a personal day as the reason for absence on an absence form, the term personal day shall be sufficient. After the use of a personal day, the purpose of a personal day may only be questioned by the Superintendent or his/her designee if abuse is suspected.

Should an employee who has exhausted all accumulated sick and/or personal days require the use of a personal day(s), that employee may request administrative leave.

Use of personal days before or after a holiday, the last day of school, or on a teachers’ institute day will not be permitted unless approved by the Superintendent or his/her designee.

Unused personal business days shall be converted to accumulated sick leave.

Legally mandated time off such as Jury Duty, Military Service, and time off required by court actions not initiated by the employee shall be granted without loss of pay or benefit days.

#### **ARTICLE 36 – OTHER ABSENCES**

1. Attendance for professional education conferences approved by the Superintendent shall not be the cause of salary deductions unless the amount of expense exceeds the budget of the individual building.
2. All other absences will result in salary deductions based on the number of paid days in the teacher's work year (actual days taught, institute days and legal paid holidays).
3. The period for which teachers can be granted leave of absences referred to in this agreement shall be one (1) year, with the privilege of one renewal, upon approval of the Board of Education. All leaves of absence must be granted by the Board.
4. In an endeavor to stimulate professional growth, a teacher with prior consent of his/her principal, may visit other districts or area schools or attend professional meetings. This consent by the building principal shall be procured at least one (1) day before the professional visitation.
5. In the event of a request by a tenured teacher for a reduction in teaching load, or leave of absence as approved by the Board, said tenured teacher shall not forfeit tenure or lose accrued sick leave benefits.

#### **ARTICLE 37 – NON-PROBATIONARY DISCHARGE AND SUSPENSION FOR NON-CERTIFIED EMPLOYEES**

- a. It is hereby agreed that all members of the Union shall comply with all working rules and perform in a satisfactory manner the duties assigned and in the manner prescribed.
- b. The School Board's appointed representatives, the administrators in charge, shall not suspend employee(s) without just cause.
- c. The following is a list of offenses that warrant termination without placement on the progressive discipline procedure contained in section d of this article:
  1. Willfully causing any bodily injury to any person upon the school premises or while working in a District capacity. District capacity is defined as performing his/her duties during working hours and/or as designated, including during paid breaks. District capacity does not include times outside of working hours or during non-paid breaks. Nothing in the definition of district capacity limits discipline under this provision for bodily injury willfully caused upon school premises.
  2. Possession of intoxicants or drugs unless prescribed by physicians, and/or being intoxicated or drugged on school premises. Testing positive for the presence of intoxicants or drugs, unless prescribed by physicians, during any drug/alcohol test. Use of any alcohol or illegal substance is prohibited. (Drug policy is based upon School District Policy.) Any employee found in possession of drugs or alcohol prohibited by board policy or under the influence of drugs or alcohol shall be subject to disciplinary action, up to and including termination.

No alcohol or illegal substance is permitted at any school or on any district property, or school

buses, or at organized student activities, at any time or under any circumstances by any employee. The school district will discipline employees for the possession, use or distribution of illicit drugs or alcohol on its property or at its activities. Any employee who is present in the work place while showing signs of being under the influence of alcohol or any illicit substance will be subject to immediate alcohol/drug testing.

3. Stealing school property, money, financial compensation, or property of others.
  4. Willful destruction of school property or damage to school property because of gross carelessness and neglect, or not following instructions pertaining to the care and operation of such property and equipment.
  5. Being willfully insubordinate.
  6. Sleeping on the job when it endangers life, poses a risk of bodily harm, and/or poses a danger to property.
  7. The use of abusive or threatening language, or action toward the foreman, supervisor, or other employees, guests, parents, guardian or other visitors upon the school premises. If the basis of enforcement of this provision is for abusive or threatening language toward a guest, parent, guardian or other visitor upon school premise then the occurrence must be witnessed by an administrator or supervisor or be substantiated by more than one employee.
  8. Any employee who leaves a job during regular employment hours without consent of the immediate supervisor, unless the departure was caused by an emergency.
  9. Use of school vehicles, machines, tools, etc., for personal or private use without the proper approval of the superintendent of schools or his/her designated representative.
  10. Job abandonment. Job abandonment occurs when an employee who has exhausted all sick leave and personal leave and does not report to work and has not received approval from the Superintendent or his/her designee for additional leave days without pay. Approval may be granted after the absence occurs. When an employee has five or less available sick leave days the employee in his/her sole discretion may convert any unused vacation leave to sick leave. The employee may exercise this right to convert unused vacation leave to sick leave on one occasion per contract/fiscal year, which is the period July 1st through June 30th.
- d. For any offense that does not result in termination, these offenses include all failures by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed other than offenses covered by Article 33, the following progressive discipline procedure shall be followed.

#### Progressive Discipline Procedure

1. First warning ..... written notice
2. Second warning .....three days off without pay
3. Third warning..... five days off without pay
4. Fourth warning.....ten days off without pay
5. Fifth warning..... termination

Once an employee on the progressive discipline procedure's performance has been satisfactory for one (1) year, that employee shall be removed from the progressive discipline procedure, and the incident or incidents that precipitated the progressive discipline shall not be used as basis for future discipline. However, a copy of all written letters of warning or reprimand shall remain in the employees' personnel file.

The Union shall be present for all meetings involving an employee's progressive discipline unless the employee requests the Union not be present, and the Union President shall receive copies of all letters.

- e. The discharge of an employee will be handled in the following manner:

The administration shall arrange a hearing in front of the Personnel Committee of the Board of Education or the full Board of Education at mutually agreeable date and time. If a hearing takes place before the Personnel Committee, then the Personnel Committee will then make a recommendation to the full Board. Any employee who has a pending discharge hearing will be suspended pending the final decision of the Board.

- f. If an employee commits an offense listed in paragraph c 1-10 of this Article the Board may, in its sole discretion, elect not to terminate the employee. If the Board decides not to terminate an employee for the commitment of an offense listed in paragraph c 1-10 of this Article, the Board may place the employee on any step of the progressive discipline procedure outlined in paragraph d of this Article. If an employee is placed on the progressive discipline procedure in lieu of termination for the commitment of an offense listed in paragraph c 1-10 of this Article, any subsequent failure by the employee to comply with all working rules and failure to perform in a satisfactory manner the duties assigned and in the manner prescribed will result in the employee's progression on the progressive discipline schedule as contained in paragraph d above, except for offenses covered by Article 14. Nothing in this paragraph f shall constitute a waiver by the Board that the offenses listed in paragraph c 1-10 of this Article constitute cause for immediate termination without placement on the progressive discipline schedule in paragraph d of this Article. The Board's exercise of its rights under this paragraph f cannot be used as a past practice.

### **ARTICLE 38 – CONTINUING EDUCATION STIPEND**

Teachers and non-certified employees earning academic hours are to be paid a stipend of two hundred dollars (\$200) each for up to two classes per academic quarter, or three hundred dollars (\$300) each for up to two classes per academic semester. Online classes must be pre-approved by the Superintendent or his/her designee to be eligible for reimbursement under this Article. Reimbursement for academic hours shall be limited to courses which meet one or more of the following minimum qualifications.

1. The course maintains or improves skills required for the staff member's job.
2. The course prepares the teacher to teach in a second subject field.
3. The course prepares one for advancement from classroom teacher to department chairman, counselor, supervisor, or administration.

The procedure for reimbursement of classes shall be as follows:

1. A priority list shall be maintained at the District office by the Superintendent or his/her designee. In order to be placed on the priority list the employee must do one of the following:

- a. Present documentation to the Superintendent or his/her designee proving enrollment in a class qualifying for the continuing education stipend;
  - b. Present to the Superintendent or his/her designee a grade card proving successful completion of the course.
2. Payments to employees eligible for reimbursement under this Article shall be made in the order listed on the priority list.
  3. Payments shall be made only upon submission of grade card proving the successful completion of the course.
  4. Requests for reimbursement under the Continuing Education Stipend clause must be submitted for approval no later than three (3) months following the close of any quarter or semester.

The priority list shall be maintained as follows:

1. On the first Tuesday of August the Union shall meet with the Superintendent or his/her designee to set the date from which employees may enroll on the priority list for the current school year's fall, spring, and summer semesters.

Payment of Continuing Education Stipend requests shall be made within ten (10) working days after submission to and approval by the Board of Education. Total annual expenditures for same shall not exceed sixty thousand dollars (\$60,000).

## **ARTICLE 39 - GRIEVANCE PROCEDURE**

Definition: A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement or established Board policy. The Union as an organization shall not initiate a grievance.

### General Provisions:

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without a Union representative.
2. In all steps of the Grievance Procedure, when it becomes necessary for individuals to be involved during work hours, they shall be excused with pay for that purpose.
3. If a grievance arises from the action of an authority higher than the principal of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.
4. If a grievance is of such a nature as to require immediate action in such as may be necessary in transfer cases, the person acting for the Union may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3.
5. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
6. The employee and his/her Union representative have the right to be present at all hearings and meetings concerning his/her grievance.

7. All parties shall have copies of all written testimony and all materials submitted by other parties concerned in the grievance.
8. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging and appeal at the next step of this procedure within the time allotted had the decision been given.
9. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings, hearing and resolution at any level. The Union may appeal any decision which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.
10. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
11. Unless otherwise stated all references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the district's business offices are open.
12. All time limits may be extended by mutual agreement between the parties.
13. No materials relevant to grievances shall be inserted in the employee's official Board file unless requested by the employee.
14. Grievances must be filed in writing within six (6) months of the occurrence of the event that created the alleged violation.

#### Procedure for Adjustment of Grievance

##### Informal Conference:

A complaint shall first be discussed with the object of resolving the matter informally.

##### Written Grievance:

###### **Step One:**

In the event the matter is not resolved informally, the grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the principal or other appropriate supervisor. The principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the principal shall give his/her written decision. A copy of the decision shall be given to the Union.

###### **Step Two:**

In the event the grievance has not been resolved in the first step, the Union or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the principal's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Union and grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

### **Step Three:**

In the event the grievance has not been resolved in the second step, the Union or grievant may submit a written appeal to the Board of Education. Such appeal shall be made within thirty (30) school days after receipt of the Superintendent's decision. No later than thirty (30) school days after receiving the appeal, the Board shall hold a hearing on the grievance. Within fifteen (15) school days after the hearing, the Board shall communicate its decision in writing, and state its reasons, if requested, to the Union and the grievant.

### **Step Four:**

Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding for all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

## **ARTICLE 40 – SENIORITY AND RIF FOR CERTIFIED STAFF**

- A. Seniority shall be the length of service as determined by the date of employment of the individual as recorded in official Board minutes. In the case of two or more individuals having the same date of employment, the individual having the earliest beginning date of actual work shall be determined to have the most seniority. In the event a tie still exists, the order in which the individuals' names appear on the Board minutes shall be the determining factor. Names of new hires shall be listed in alphabetical order in the Board minutes.

By November 1st, separate seniority lists shall be compiled and updated by the administration after consultation with the Union. A copy of each seniority list shall be posted in every teachers' lounge.

Seniority rights commence upon appointment to a position within the bargaining unit as defined by the recognition clause. Seniority rights continue until an individual retires, resigns, is dismissed for just cause, or right of recall expires.

The honorable dismissal and recall rights of certified employees shall be controlled by 105 ILCS 5/24-12.

- B. Both the decision and the impact of the decision to honorably dismiss certified staff members pursuant to 105 ILCS 5/24-12 shall be bargained. The intention of the parties is that bargaining obligations which are vested in the parties by law shall not be increased or decreased by reason of the enforcement of this provision.
- C. Any honorably dismissed certified staff member who is in group 4 or 3 as defined by 105 ILCS 5/24-12 and awaiting recall to a position shall be given first priority for permanent substitute positions. Any honorably dismissed certified staff member who is in group 2 or 1 as defined by 105 ILCS 5/24-12 and awaiting recall to a position may be awarded a permanent substitute position at the discretion of the Board. The rate of compensation for any honorably dismissed certified staff member filling a permanent substitute position shall be \$110 per day or the current substitute rate, whichever is higher. An honorably dismissed certified staff member accepting a substitute (all types) position does not waive heir rights to the recall procedure afforded them by contract and/or statute.



## **ARTICLE 41 – SENIORITY AND RIF FOR NON-CERTIFIED STAFF**

- A. All new non-certified employees shall be required to serve a probationary period for the first eighty (80) working days of employment of the new employee. During the probationary period, employees may be dismissed without respect to seniority. No employees shall be required to serve a second probationary period unless their continuous employment has been interrupted by five or more years.
- B. Seniority shall be the length of service as determined by the date of employment of the individual as recorded in official Board minutes. In the case of two or more individuals having the same date of employment, the individual having the earliest beginning date of actual work shall be determined to have the most seniority. In the event a tie still exists, the order in which the individuals' names appear on the Board minutes shall be the determining factor. Names of new hires shall be listed in alphabetical order in the Board minutes.

By November 1<sup>st</sup>, separate seniority lists by category of positions shall be compiled and updated by the administration after consultation with the Union.

- C. The honorable dismissal and corresponding recall rights of non-certified employees shall be controlled by 105 ILCS 5/10-23.5.
- D. Both the decision and the impact of the decision to honorably dismiss non-certified staff members shall be bargained. The intention of the parties is that bargaining obligations which are vested in the parties by law shall not be increased or decreased by reason of the enforcement of this provision.

## **ARTICLE 42 - TRANSFER POLICY**

No teacher shall be transferred without his/her consent except when the transfer shall be in the best interest of the school district.

If a teacher consents to a request to transfer, or requests a transfer, he/she shall be transferred only to a position for which he/she is qualified by experience and/or certification.

If more than one teacher shall request a transfer to the same position, the teacher who is best qualified on the basis of training, seniority, experience and/or certification shall be given preference.

In the event the elimination of a class or position in a given building is deemed necessary, the person in that grade level at that building with the least district seniority will be the person reassigned. The affected teacher shall be duly notified of his/her situation and options. No tenured teacher shall be involuntarily re-assigned classes for the creation of or retention of a position for a non-tenured teacher.

If a classroom teacher is involuntarily reassigned or relocated after the scheduled opening of school, the teacher shall be paid \$13.50 per hour for four (4) hours.

## **ARTICLE 43 - UNION ACTIVITIES**

The principal of each school shall recognize the authorized Building Representative at that school as the official representative of the Union.

The Union shall have the privilege of receiving new teacher addresses if the Union so requests. Such information shall be used to explain the contract and to explain teacher rights under the contract. It is expressly agreed such

addresses shall not be used for purposes other than those related to professional education and/or Union developed materials.

The building principal and a representative of the Union shall meet the first Tuesday of each school month to discuss matters relating to the enforcement of the contract and to discuss matters affecting the educational process of the children.

The Union agrees that there shall be no strike or withholding of services during the term this agreement is in full force and effect.

The Local President or designee shall be allowed ten days off if needed to take care of Union business with the understanding that the Union will pay a substitutes salary for all such days, if a substitute is needed.

#### **ARTICLE 44 - JUDICIAL REVIEW**

This agreement is subject in all respects to the laws of the State of Illinois with respect to the powers, duties and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provisions of this agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment, or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

#### **ARTICLE 45 - PARITY FOR NURSES**

Nurses shall have all the benefits teachers have under this Agreement and all the rights teachers have under this Agreement with the exception of Articles 4, 6, 8, 9, 12, 14, 15, 16, 18, 19, 20, 22, 23, 28, 29, 33 and 37. This does not grant tenure status or inclusion on the teachers' salary schedule; however, a person holding a Type 73 Certificate shall be entitled to all the rights and privileges granted holders of a valid teaching certificate as provided in the Illinois School Code in Section 21-25.

#### **ARTICLE 46 - PARITY FOR NON-CERTIFIED EMPLOYEES**

Non-certified employees shall have all the benefits teachers have under this Agreement and all the rights teachers have under this Agreement with the exception of Articles 4, 6, 8, 9, 12, 14, 15, 16, 18, 19, 20, 22, 23, 24, 29, 30, 31, 40, 44, 49, and 50 This does not grant tenure status or inclusion on the teachers' salary schedule. For purposes of this paragraph, "non-certified employees" does not include full and part-time library aides. For parity for full and part-time library aides refer to Article 47.

Vacancies for non-certified employees shall be posted. Non-certified employees may request transfers to a vacant position within five (5) school days of the posting.

Non-certified employees shall have one scheduled 15-minute break and a scheduled 30-minute duty free lunch period.

Non-certified employees may be evaluated no more than twice per school year. The evaluation will be made by an administrator. A copy of the evaluation shall be given to the employee and a discussion held with the person doing the evaluation. The educational worker will be given the opportunity to comment in writing.

**ARTICLE 47 – PARITY FOR FULL AND PART-TIME LIBRARY AIDES**

Full and part-time library aides shall have the benefits contained in Articles 1, 2, 3, 10, 13, 25, 39, 42, and 43 of this Agreement and no other Articles.

**ARTICLE 48 – HEALTH, DENTAL AND LIFE INSURANCE**

A. The parties agree to the following for health insurance benefits:

- (a) The Board of Education agrees to pay up to and no greater than \$7,979.00 annually towards the health insurance premium cost for the individual/single employee coverage. The employee will be responsible to pay any health insurance premium cost for the individual/single employee coverage in excess of \$7,979.00 annually.
- (b) The Board of Education agrees to pay up to and no greater than \$3,692.00 annually towards the health insurance premium costs for family/dependents coverage. The employee will be responsible to pay any health insurance premium cost for family/dependents coverage in excess of \$3,692.00 annually.

B. The parties agree to the following for dental insurance benefits: The Board of Education agrees to pay the full dental insurance premiums for the group dental plan. The Board will pay 50% of the premium cost for the group dental plan for dependents. The employee will pay the difference.

C. The parties agree to the following for life insurance benefits: The Board of Education agrees to pay the full life insurance premiums for the employee up to a policy worth \$10,000.00.

**ARTICLE 49 – ATTENDANCE INCENTIVE**

Employees shall be eligible for an attendance bonus based on the following:

No sick or personal days missed -	\$300
One sick or personal day missed -	\$200
Two sick or personal days missed -	\$100

Members eligible for this bonus shall be paid by check no later than the June paycheck of the year the bonus was earned.

**ARTICLE 50 – RETIREMENT SEVERANCE FOR CERTIFIED STAFF MEMBERS ELIGIBLE FOR TRS**

Teachers desiring to participate in an early retirement plan shall have the option to the District Plan or the State Plan.

**District Plan**

*Section 1 – Eligibility Requirements*

A. On the effective date of retirement, the teacher must be sixty (60) years of age or less and eligible to receive a retirement annuity from TRS.

- B. On the effective date of retirement, the teacher must have been employed by the District for twelve (12) consecutive years.
- C. The teacher must notify the Superintendent, or his/her designee, in writing up to five (5) contract/fiscal years, but no later than May 1 of the fiscal year in which retirement becomes effective.
- D. The teacher must fulfill the contract year(s).
- E. In order to be eligible to receive an retirement severance, a teacher must retire no later than the first year he/she is eligible to receive a non-discounted retirement annuity from TRS.
- F. The teacher shall be entitled to all rights and privileges of a retiree under applicable laws, policies, and provisions of the District.

*Section 2 – Severance Payment Procedure*

- A. After the Board’s acceptance of the notice of the teacher’s irrevocable intent to retire, eligible teachers shall receive a severance equal to 6% increase of the teacher’s previous year’s base salary, and subsequent year(s) up to a total of five (5) years. For purposes of the calculation of the severance, “teacher’s base salary” shall be the teacher’s base salary only, and does not include extra-curricular sponsorships, coaching, class coverage, stipends, after school detention, breakfast supervision, or any other non-base teaching earnings deemed as creditable earnings by TRS. An example of the calculation of the severance package is attached to this Agreement as ERI Example #1.
- B. The severance may be payable at the discretion of the teacher as follows:
  - i. The teacher can elect to take equal annual installments of the severance.
  - ii. The teacher can elect to take the entire amount or a specified amount of the severance post-retirement.
  - iii. The teacher can elect to receive an annual payment of the severance in each of the last five years of employment. This election shall be made no later than June 1<sup>st</sup> of each year in which the teacher is eligible for such payment.
  - iv. If the teacher fails to make an election by June 1<sup>st</sup>, then the severance payment will be divided by the number of years’ notice given and paid in equal annual installments in each of the years prior to the teacher’s retirement.
  - v. All payments contained in this Section 2(B) are subject to the provisions contain in Section 2(C).
- C. Notwithstanding Section 2(A) and 2(B) of this Article, any portion of the severance that would cause the teacher’s creditable earnings to exceed 6% over the previous year’s creditable earnings shall be held and paid post-retirement in a lump sum thirty, (30), days after receipt of the teacher’s last pay check in the teacher’s year of retirement. Please note that this 6% maximum increase includes teacher’s base salary as well as additional creditable earnings from activities including but not limited to extra-curricular sponsorships, coaching, class coverage, stipends, after school detention, breakfast supervision, and any other earnings deemed as creditable earnings by TRS.

### *Section 3 – Additional Considerations*

- A. In the event that a teacher is promoted to a position that allows for a wage increase in excess of 6% without a penalty to the District, then the teacher may elect to either (a) forfeit their remaining lump sum retirement incentive and accept the salary for the teacher in the promotion position, or (b) continue receiving their pre-promotion salary and continue their eligibility for the lump sum retirement incentive. No salary increase is permitted if it results in financial and/or actuarial penalty or liabilities of any kind to the District from TRS. An example of this paragraph is attached to this Agreement as ERI Example #2.
- B. In the event a teacher bids or otherwise voluntarily elects to take a position with a lower teacher's base salary than the position the teacher held during the previous contract/fiscal year, then the lump sum retirement severance of the teacher will be recalculated based upon the base salary for the position that he/she elects to take and will be computed by taking the teacher's base salary that the teacher would have earned the previous contract/fiscal year. An example of this paragraph is attached to this Agreement as ERI Example #3.
- C. In the event that the applicable law is changed, then the retirement severance in this article shall comply with the then state of the applicable law so that the District incurs no financial and/or actuarial penalties or liabilities of any kind from TRS. This includes any teacher who has exercised his/her rights under this early retirement incentive prior to the change in the applicable law.

A teacher who applies for this benefit during the term of this agreement shall be eligible to receive the benefits of this provision even after the termination date of this agreement. In addition, any teacher currently in a district early retirement plan may convert to this lump sum retirement plan if they choose.

## **ARTICLE 51 – RETIREMENT SEVERANCE FOR NON-CERTIFIED EMPLOYEES ELIGIBLE FOR IMRF**

### *Section 1 – Eligibility Requirements*

- A. On the effective date of retirement, the employee must be between the ages of fifty-five (55) and sixty-five (65) years and eligible to receive a retirement annuity from IMRF.
- B. On the effective date of retirement, the employee must have been employed by the District for twelve (12) consecutive years.
- C. The employee must notify the Superintendent, or his/her designee, in writing up to five (5) contract/fiscal years, but no later than May 1 of the fiscal year in which retirement becomes effective.
- D. The employee must fulfill the contract year(s).
- E. In order to be eligible to receive a retirement severance, an employee must retire no later than the first year he/she is eligible to receive a non-discounted retirement annuity from IMRF.
- F. The employee shall be entitled to all rights and privileges of a retiree under applicable laws, policies, and provisions of the District.

### *Section 2 – Severance Payment Procedure*

- A. After the Board's acceptance of the notice of the employee's irrevocable intent to retire, eligible employees shall receive a severance equal to 6% increase of the employee's previous year's base salary, and subsequent year(s) up to a total of five (5) years. For purposes of the calculation of the severance, "employee's base salary" shall be the employee's base salary only, and does not include extra-curricular sponsorships, coaching, stipends, or any other earnings deemed as creditable earnings by IMRF. An example of the calculation of the severance package is attached to this Agreement as ERI Example #1.
- B. The severance may be payable at the discretion of the employee as follows:
- i. The employee can elect to take equal annual installments of the severance.
  - ii. The employee can elect to take the entire amount or a specified amount of the severance post-retirement.
  - iii. The employee can elect to receive an annual payment of the severance in each of the last five years of employment. This election shall be made no later than June 1<sup>st</sup> of each year in which the employee is eligible for such payment.
  - iv. If the employee fails to make an election by June 1<sup>st</sup>, then the severance payment will be divided by the number of years' notice given and paid in equal annual installments in each of the years prior to the employee's retirement.
  - v. All payments contained in this Section 2(B) are subject to the provisions contain in Section 2(C).
- C. Notwithstanding Section 2(A) and 2(B) of this Article, any portion of the severance that would cause the employee's creditable earnings to exceed 6% over the previous year's creditable earnings shall be held and paid post-retirement in a lump sum in the second month following receipt of the employee's last pay check in the employee's year of retirement. Please note that this 6% maximum increase includes base salary as well as additional creditable earnings from activities including but not limited to extra-curricular sponsorships, coaching, and any other earnings deemed as creditable earnings by TRS.

### *Section 3 – Additional Considerations*

- A. In the event that an employee is promoted to a position that allows for a wage increase in excess of 6% without a penalty to the District, then the employee may elect to either (a) forfeit their remaining lump sum retirement incentive and accept the salary for the employee in the promotion position, or (b) continue receiving their pre-promotion salary and continue their eligibility for the lump sum retirement incentive under the new position for the remaining years until retirement. The acceptance of a promotion does not change the date of retirement. No salary increase is permitted if it results in financial and/or actuarial penalty or liabilities of any kind to the District from IMRF. An example of this paragraph is attached to this Agreement as ERI Example #2.
- B. In the event an employee bids or otherwise voluntarily elects to take a position with a lower base salary than the position the employee held during the previous contract/fiscal year, then the lump sum retirement severance of the employee will be recalculated based upon the base salary for the position that he/she elects to take and will be computed by taking the base salary that the employee would have earned the previous contract/fiscal year. An example of this paragraph is attached to this Agreement as ERI Example #3.

- C. In the event that the applicable law is changed, then the retirement severance in this article shall comply with the then state of the applicable law so that the District incurs no financial and/or actuarial penalties or liabilities of any kind from IMRF. This includes any employee who has exercised his/her rights under this early retirement incentive prior to the change in the applicable law.

An employee who applies for this benefit during the term of this agreement shall be eligible to receive the benefits of this provision even after the termination date of this agreement. In addition, any employee currently in a District early retirement plan may convert to this lump sum retirement plan if they choose.

## **ARTICLE 52 – SALARY SCHEDULE AND CONDITIONS**

Teachers will be issued salary checks monthly on a twelve (12) month basis.

Courses meeting the graduate hour definitions which are taken after the highest degree has been earned and meeting one or more of the minimum qualifications of Article 37 shall be counted for advancement on the salary schedule. The term “Graduate Hour” shall be defined as courses taken after the Bachelors Degree but offered at a four (4) year college or university on the 300, 400, 500 levels of instruction.

A maximum of ten (10) years credit on the salary schedule for prior experience outside the Cahokia Unit School District may be allowed for newly employed teachers provided that the teaching experience was in comparable school districts, and was accumulated during the last fifteen (15) years prior to employment in the Cahokia Unit School District. Final determination regarding the number of years allowed will be made by the Board of Education upon recommendation by the Superintendent or his/her designee. After the determination by the Board, no teacher shall be liable to lose years of credit on the salary schedule except in cases where falsification of records is proved.

One (1) year’s credit on the salary schedule will be allowed for each year of active military service for current employees called to duty.

Teachers who are employed for more than the regular school year shall be paid their daily rate of pay for the number of additional days worked.

Payroll adjustments will be based on 1/190 per day.

A teacher employed for half-time teaching for a full calendar school year shall advance on the salary schedule.

A teacher employed to teach full-time for as many days as are in the shortest semester shall advance on the salary schedule.

All teachers, nurses, and non-certified employees shall be paid on the 25<sup>th</sup> of each month. In the event the 25<sup>th</sup> falls on a weekend or holiday, pay day will be the previous working day. It is agreed that in case of lay-off of non-certified employees, they will be paid off in the same manner as terminated teachers.

## **ARTICLE 53 – TEACHER’S RETIREMENT CONTRIBUTION**

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2), of the Internal Revenue Code, the Board of Education agrees:

That the amounts shown in parenthesis on the Salary Schedule represents new, additional income beyond the Salary Schedule, including increments.

That the Board shall pay 100 percent of each teacher's total contribution to the Illinois Teacher Retirement System. However, teachers will pay the 0.4% contribution, to offset the cost of the ERO, which began in the 2005-2006 school year, and teachers will pay any other contribution which may be potentially reimbursed to the member.

That all amounts, except the survivor benefit portion, shall be tax sheltered contributions and shall not be reported as wages for Internal Revenue Service purposes.

That in the event that litigation, tax rulings, legislative action or otherwise shall cause the tax sheltered employer contributions to the Illinois Teacher Retirement System for each year of this contract to be disqualified as a tax sheltered contribution as presently worded, then the parties hereto shall cause the above language to be drafted to qualify as such as contribution. If it is not possible to redraft an annual tax sheltered contribution plan as above described, the Board shall pay the amounts of money for the tax sheltered contribution each year of this contract to the teacher as wages to be reported as such.

That the nurses shall be paid equivalent amounts of money on Salary Schedule as they would have had if the Board had to be eligible to make annual tax sheltered contributions for the nurses.

#### **ARTICLE 54 – MILEAGE REIMBURSEMENT**

All bargaining unit members driving personal vehicles for approved district business shall be reimbursed for mileage at the Federal Mileage Reimbursement Rate. If the Federal Mileage Reimbursement Rate increases, the district mileage reimbursement rate will increase by the Federal Mileage Reimbursement Rate increase or \$0.03 per mile, whichever is less. If the Federal Mileage Reimbursement Rate increase is greater than \$0.03 per mile resulting in the District mileage reimbursement rate to be less than the Federal Mileage Reimbursement Rate then the district mileage reimbursement rate will be increased \$0.03 per mile each year until the rate reaches the Federal Mileage Reimbursement Rate.

#### **ARTICLE 55 - DEDUCTIONS**

The District shall honor all employees' individual authorized deductions forms consistent with State and Federal Law.

In regards to deductions related to Union dues, fees, or assessments, ("Union Deductions"), the District shall honor all employees' individually authorized Union Deduction forms. The District shall not be liable for any errors or omissions in complying with Union Deductions. The Union shall indemnify and hold harmless the District, its Board of Education, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of complying with the Union Deduction provisions of this article, or in reliance on any list, notice, certification, affidavit, or reassignment furnished under any such provisions.

#### **ARTICLE 56 - FAVORED NATIONS CLAUSE**

If any other current certified employee in Cahokia Unit School District #187 receives a higher percentage increase in salary, excluding step increases, extended work years, and promotions, the members of the Cahokia Federation of Teachers, Local 1272, will receive that percentage increase.



The parties agree that the Favored Nations Clause shall not be applied in the case where a certified employee not in this bargaining unit receives a benefit under terms outlined in the Early Retirement Incentive, Article 49.

#### **ARTICLE 57 – DRUG TESTING FOR CERTIFIED EMPLOYEES**

Any certified employee who is present in the work place while showing signs of being under the influence of alcohol or any illicit substance will be subject to immediate alcohol/drug testing.

#### **ARTICLE 58 – ILLINOIS MUNICIPAL RETIREMENT FUND**

The Board of Education shall pay and deduct from the salary of, and in the name of the IMRF eligible employee, all employee contribution amounts required to be paid by the employee to the Illinois Municipal Retirement Fund as tax sheltered monies.

#### **TERM OF AGREEMENT**

This agreement shall be in full force and effect, regardless of actual date of ratification and/or signature on the agreement, the first day of the 2021-22 school year through the day prior to the first day of scheduled school for the 2024-25 school year.

Upon expressed written agreement the parties may extend this agreement in an effort to reach a settlement on all outstanding issues.

## 2021-2025 SALARY

During the 2021-22, 2022-23, and 2023-24 school years the salary schedules shall remain the same and each employee shall remain on the same step within the salary schedule. During the 2024-25 school year of this agreement, the base level of all salary schedules shall be increased by three-point five percent, (3.5%). This means that step 1 of each salary schedule is increased by three-point five percent, (3.5%), and then each additional step shall be increased by the current step increase amount as contained in each salary schedule. Furthermore, each employee will progress four (4) step increase on his/her respective salary schedule, except for employees on the highest step who shall remain on the highest step. However, employees on the highest step, who are not participating in the Retirement Severance, will receive a stipend in an amount as follows:

- If the employee's respective salary schedule step is one thousand dollars, (\$1,000), or greater, then the employee will receive a stipend in the amount of one thousand dollars, (\$1,000).
- If the employee's respective salary schedule step is less than one thousand dollars, (\$1,000), then the employee will receive a stipend equal to the amount of a step increase on his/her respective salary schedule.

Said stipend will be paid as a separate check with the December paycheck.

Updated salary schedules shall be included in the CBA for this agreement.

## 2021-22, 2022-23, 2023-24 Teacher Salary Schedule

	BA	BA + 16	MS	MS + 16	MS + 32	DOC
Step 1	\$42,389	\$43,871	\$45,360	\$46,705	\$48,170	\$49,170
TRS	\$4,192	\$4,339	\$4,486	\$4,619	\$4,764	\$4,868
Total	\$46,581	\$48,210	\$49,847	\$51,324	\$52,934	\$54,092
Step 2	\$43,504	\$45,070	\$46,594	\$47,980	\$49,454	\$50,454
TRS	\$4,303	\$4,457	\$4,608	\$4,745	\$4,891	\$4,990
Total	\$47,806	\$49,527	\$51,203	\$52,725	\$54,345	\$55,444
Step 3	\$44,619	\$46,269	\$47,828	\$49,255	\$50,738	\$51,738
TRS	\$4,413	\$4,576	\$4,730	\$4,871	\$5,018	\$5,117
Total	\$49,032	\$50,845	\$52,559	\$54,126	\$55,756	\$56,855
Step 4	\$45,734	\$47,468	\$49,062	\$50,530	\$52,022	\$53,022
TRS	\$4,523	\$4,695	\$4,852	\$4,997	\$5,145	\$5,244
Total	\$50,257	\$52,163	\$53,915	\$55,527	\$57,167	\$58,266
Step 5	\$46,849	\$48,667	\$50,296	\$51,805	\$53,306	\$54,306
TRS	\$4,633	\$4,813	\$4,974	\$5,124	\$5,272	\$5,371
Total	\$51,482	\$53,480	\$55,271	\$56,928	\$58,578	\$59,677
Step 6	\$47,964	\$49,866	\$51,530	\$53,080	\$54,590	\$55,590
TRS	\$4,744	\$4,932	\$5,096	\$5,250	\$5,399	\$5,498
Total	\$52,707	\$54,798	\$56,627	\$58,329	\$59,989	\$61,088
Step 7	\$49,079	\$51,065	\$52,764	\$54,355	\$55,874	\$56,874
TRS	\$4,854	\$5,050	\$5,218	\$5,376	\$5,526	\$5,625
Total	\$53,933	\$56,115	\$57,983	\$59,730	\$61,400	\$62,499
Step 8	\$50,194	\$52,264	\$53,998	\$55,630	\$57,158	\$58,158
TRS	\$4,964	\$5,169	\$5,340	\$5,502	\$5,653	\$5,752
Total	\$55,158	\$57,433	\$59,339	\$61,131	\$62,811	\$63,910
Step 9	\$51,309	\$53,463	\$55,232	\$56,905	\$58,442	\$59,442
TRS	\$5,074	\$5,288	\$5,463	\$5,628	\$5,780	\$5,879
Total	\$56,383	\$58,750	\$60,695	\$62,533	\$64,222	\$65,321
Step 10	\$52,424	\$54,662	\$56,466	\$58,180	\$59,726	\$60,726
TRS	\$5,185	\$5,406	\$5,585	\$5,754	\$5,907	\$6,006
Total	\$57,608	\$60,068	\$62,051	\$63,934	\$65,633	\$66,732
Step 11	\$53,539	\$55,861	\$57,700	\$59,455	\$61,010	\$62,010
TRS	\$5,295	\$5,525	\$5,707	\$5,880	\$6,034	\$6,133
Total	\$58,834	\$61,386	\$63,407	\$65,335	\$67,044	\$68,143
Step 12	\$54,654	\$57,060	\$58,934	\$60,730	\$62,294	\$63,294
TRS	\$5,405	\$5,643	\$5,829	\$6,006	\$6,161	\$6,260
Total	\$60,059	\$62,703	\$64,763	\$66,736	\$68,455	\$69,554
Step 13	\$55,769	\$58,259	\$60,168	\$62,005	\$63,578	\$64,578
TRS	\$5,516	\$5,762	\$5,951	\$6,132	\$6,288	\$6,387
Total	\$61,284	\$64,021	\$66,119	\$68,137	\$69,866	\$70,965
Step 14	\$56,884	\$59,458	\$61,402	\$63,280	\$64,862	\$65,862
TRS	\$5,626	\$5,880	\$6,073	\$6,258	\$6,415	\$6,514
Total	\$62,510	\$65,338	\$67,475	\$69,538	\$71,277	\$72,376
Step 15	\$57,999	\$60,657	\$62,636	\$64,555	\$66,146	\$67,146
TRS	\$5,736	\$5,999	\$6,195	\$6,385	\$6,542	\$6,641
Total	\$63,735	\$66,656	\$68,831	\$70,939	\$72,688	\$73,787

Step 16	\$59,114	\$61,856	\$63,870	\$65,830	\$67,430	\$68,430
TRS	\$5,846	\$6,118	\$6,317	\$6,511	\$6,669	\$6,768
Total	\$64,960	\$67,974	\$70,187	\$72,340	\$74,099	\$75,198
Step 17	\$60,229	\$63,055	\$65,104	\$67,105	\$68,714	\$69,714
TRS	\$5,957	\$6,236	\$6,439	\$6,637	\$6,796	\$6,895
Total	\$66,185	\$69,291	\$71,543	\$73,741	\$75,510	\$76,609
Step 18	\$61,344	\$64,254	\$66,338	\$68,380	\$69,998	\$70,998
TRS	\$6,067	\$6,355	\$6,561	\$6,763	\$6,923	\$7,022
Total	\$67,411	\$70,609	\$72,899	\$75,142	\$76,921	\$78,020
Step 19	\$62,459	\$65,453	\$67,572	\$69,655	\$71,282	\$72,282
TRS	\$6,177	\$6,473	\$6,683	\$6,889	\$7,050	\$7,149
Total	\$68,636	\$71,926	\$74,255	\$76,544	\$78,332	\$79,431
Step 20	\$63,574	\$66,652	\$68,806	\$70,930	\$72,566	\$73,566
TRS	\$6,288	\$6,592	\$6,805	\$7,015	\$7,177	\$7,276
Total	\$69,861	\$73,244	\$75,611	\$77,945	\$79,743	\$80,842
Step 21	\$64,689	\$67,851	\$70,040	\$72,205	\$73,850	\$74,850
TRS	\$6,398	\$6,711	\$6,927	\$7,141	\$7,304	\$7,403
Total	\$71,087	\$74,561	\$76,968	\$79,346	\$81,154	\$82,253
Step 22	\$65,804	\$69,050	\$71,274	\$73,480	\$75,134	\$76,134
TRS	\$6,508	\$6,829	\$7,049	\$7,267	\$7,431	\$7,530
Total	\$72,312	\$75,879	\$78,324	\$80,747	\$82,565	\$83,664
Step 23	\$66,919	\$70,249	\$72,508	\$74,755	\$76,418	\$77,418
TRS	\$6,618	\$6,948	\$7,171	\$7,393	\$7,558	\$7,657
Total	\$73,537	\$77,197	\$79,680	\$82,148	\$83,976	\$85,075
Step 24	\$68,034	\$71,448	\$73,742	\$76,030	\$77,702	\$78,702
TRS	\$6,729	\$7,066	\$7,293	\$7,519	\$7,685	\$7,784
Total	\$74,762	\$78,514	\$81,036	\$83,549	\$85,387	\$86,486
Step 25	\$69,149	\$72,647	\$74,976	\$77,305	\$78,985	\$79,985
TRS	\$6,839	\$7,185	\$7,415	\$7,646	\$7,812	\$7,911
Total	\$75,988	\$79,832	\$82,392	\$84,950	\$86,797	\$87,896
Step Amount	\$1,115	\$1,199	\$1,234	\$1,275	\$1,284	\$1,284
Raise Amount	\$729	\$755	\$780	\$803	\$828	\$847
Step 25 Non-Pipeline Stipend	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

## 2024-25 Teacher Salary Schedule

	BA	BA + 16	MS	MS + 16	MS + 32	DOC
Step 1	\$43,872	\$45,406	\$46,948	\$48,339	\$49,856	\$50,856
TRS	\$4,339	\$4,491	\$4,643	\$4,781	\$4,931	\$5,030
Total	\$48,211	\$49,897	\$51,591	\$53,120	\$54,787	\$55,886
Step 2	\$44,987	\$46,605	\$48,182	\$49,614	\$51,140	\$52,140
TRS	\$4,449	\$4,609	\$4,765	\$4,907	\$5,058	\$5,157
Total	\$49,437	\$51,215	\$52,947	\$54,521	\$56,198	\$57,297
Step 3	\$46,102	\$47,804	\$49,416	\$50,889	\$52,424	\$53,424
TRS	\$4,560	\$4,728	\$4,887	\$5,033	\$5,185	\$5,284
Total	\$50,662	\$52,532	\$54,303	\$55,922	\$57,609	\$58,708
Step 4	\$47,217	\$49,003	\$50,650	\$52,164	\$53,708	\$54,708
TRS	\$4,670	\$4,846	\$5,009	\$5,159	\$5,312	\$5,411
Total	\$51,887	\$53,850	\$55,659	\$57,323	\$59,020	\$60,119
Step 5	\$48,332	\$50,202	\$51,884	\$53,439	\$54,992	\$55,992
TRS	\$4,780	\$4,965	\$5,131	\$5,285	\$5,439	\$5,538
Total	\$53,112	\$55,167	\$57,015	\$58,724	\$60,431	\$61,530
Step 6	\$49,447	\$51,401	\$53,118	\$54,714	\$56,276	\$57,276
TRS	\$4,890	\$5,084	\$5,253	\$5,411	\$5,566	\$5,665
Total	\$54,338	\$56,485	\$58,371	\$60,126	\$61,842	\$62,941
Step 7	\$50,562	\$52,600	\$54,352	\$55,989	\$57,560	\$58,560
TRS	\$5,001	\$5,202	\$5,375	\$5,537	\$5,693	\$5,792
Total	\$55,563	\$57,803	\$59,728	\$61,527	\$63,253	\$64,352
Step 8	\$51,677	\$53,799	\$55,586	\$57,264	\$58,844	\$59,844
TRS	\$5,111	\$5,321	\$5,498	\$5,663	\$5,820	\$5,919
Total	\$56,788	\$59,120	\$61,084	\$62,928	\$64,664	\$65,762
Step 9	\$52,792	\$54,998	\$56,820	\$58,539	\$60,128	\$61,128
TRS	\$5,221	\$5,439	\$5,620	\$5,790	\$5,947	\$6,046
Total	\$58,014	\$60,438	\$62,440	\$64,329	\$66,075	\$67,173
Step 10	\$53,907	\$56,197	\$58,054	\$59,814	\$61,412	\$62,412
TRS	\$5,331	\$5,558	\$5,742	\$5,916	\$6,074	\$6,173
Total	\$59,239	\$61,755	\$63,796	\$65,730	\$67,486	\$68,584
Step 11	\$55,022	\$57,396	\$59,288	\$61,089	\$62,696	\$63,696
TRS	\$5,442	\$5,677	\$5,864	\$6,042	\$6,201	\$6,300
Total	\$60,464	\$63,073	\$65,152	\$67,131	\$68,897	\$69,995
Step 12	\$56,137	\$58,595	\$60,522	\$62,364	\$63,980	\$64,980
TRS	\$5,552	\$5,795	\$5,986	\$6,168	\$6,328	\$6,427
Total	\$61,689	\$64,391	\$66,508	\$68,532	\$70,308	\$71,406
Step 13	\$57,252	\$59,794	\$61,756	\$63,639	\$65,264	\$66,264
TRS	\$5,662	\$5,914	\$6,108	\$6,294	\$6,455	\$6,554
Total	\$62,915	\$65,708	\$67,864	\$69,933	\$71,719	\$72,817
Step 14	\$58,367	\$60,993	\$62,990	\$64,914	\$66,548	\$67,548
TRS	\$5,773	\$6,032	\$6,230	\$6,420	\$6,582	\$6,681
Total	\$64,140	\$67,026	\$69,220	\$71,334	\$73,130	\$74,228

Step 15	\$59,482	\$62,192	\$64,224	\$66,189	\$67,832	\$68,832
TRs	\$5,883	\$6,151	\$6,352	\$6,546	\$6,709	\$6,808
Total	\$65,365	\$68,343	\$70,576	\$72,735	\$74,541	\$75,639
Step 16	\$60,597	\$63,391	\$65,458	\$67,464	\$69,116	\$70,116
TRs	\$5,993	\$6,269	\$6,474	\$6,672	\$6,836	\$6,935
Total	\$66,590	\$69,661	\$71,932	\$74,137	\$75,952	\$77,050
Step 17	\$61,712	\$64,590	\$66,692	\$68,739	\$70,400	\$71,400
TRs	\$6,103	\$6,388	\$6,596	\$6,798	\$6,963	\$7,062
Total	\$67,816	\$70,978	\$73,288	\$75,538	\$77,362	\$78,461
Step 18	\$62,827	\$65,789	\$67,926	\$70,014	\$71,684	\$72,684
TRs	\$6,214	\$6,507	\$6,718	\$6,924	\$7,090	\$7,189
Total	\$69,041	\$72,296	\$74,644	\$76,939	\$78,773	\$79,872
Step 19	\$63,942	\$66,988	\$69,160	\$71,289	\$72,968	\$73,968
TRs	\$6,324	\$6,625	\$6,840	\$7,051	\$7,217	\$7,315
Total	\$70,266	\$73,614	\$76,000	\$78,340	\$80,184	\$81,283
Step 20	\$65,057	\$68,187	\$70,394	\$72,564	\$74,252	\$75,252
TRs	\$6,434	\$6,744	\$6,962	\$7,177	\$7,344	\$7,442
Total	\$71,492	\$74,931	\$77,356	\$79,741	\$81,595	\$82,694
Step 21	\$66,172	\$69,386	\$71,628	\$73,839	\$75,536	\$76,536
TRs	\$6,545	\$6,862	\$7,084	\$7,303	\$7,471	\$7,569
Total	\$72,717	\$76,249	\$78,712	\$81,142	\$83,006	\$84,105
Step 22	\$67,287	\$70,585	\$72,862	\$75,114	\$76,820	\$77,820
TRs	\$6,655	\$6,981	\$7,206	\$7,429	\$7,598	\$7,696
Total	\$73,942	\$77,566	\$80,068	\$82,543	\$84,417	\$85,516
Step 23	\$68,402	\$71,784	\$74,096	\$76,389	\$78,104	\$79,104
TRs	\$6,765	\$7,100	\$7,328	\$7,555	\$7,725	\$7,823
Total	\$75,167	\$78,884	\$81,424	\$83,944	\$85,828	\$86,927
Step 24	\$69,517	\$72,983	\$75,330	\$77,664	\$79,388	\$80,388
TRs	\$6,875	\$7,218	\$7,450	\$7,681	\$7,852	\$7,950
Total	\$76,393	\$80,202	\$82,780	\$85,345	\$87,239	\$88,338
Step 25	\$70,632	\$74,182	\$76,564	\$78,939	\$80,672	\$81,672
TRs	\$6,986	\$7,337	\$7,572	\$7,807	\$7,979	\$8,077
Total	\$77,618	\$81,519	\$84,136	\$86,746	\$88,650	\$89,749
Step Amount	\$1,115	\$1,199	\$1,234	\$1,275	\$1,284	\$1,284
Raise Amount	\$1,483	\$1,535	\$1,588	\$1,634	\$1,686	\$1,686
Step 25 Non-Pipeline Stipend	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

**2021-22, 2022-23, 2023-24 MISCELLANEOUS SALARIES SCHEDULE**

	CLS ATTD PARA	HEALTH AIDE PT/OT 9 MONTH	HEALTH AIDE 9.5 MONTH	NON-CERT INST TECH 12 MONTH	
Step 1	\$23,290	\$37,265	\$44,828	\$50,099	Step 1
Step 2	\$23,961	\$38,334	\$45,897	\$51,284	Step 2
Step 3	\$24,632	\$39,403	\$46,966	\$52,469	Step 3
Step 4	\$25,303	\$40,472	\$48,035	\$53,654	Step 4
Step 5	\$25,974	\$41,541	\$49,104	\$54,839	Step 5
Step 6	\$26,645	\$42,610	\$50,173	\$56,024	Step 6
Step 7	\$27,316	\$43,679	\$51,242	\$57,209	Step 7
Step 8	\$27,987	\$44,748	\$52,311	\$58,394	Step 8
Step 9	\$28,658	\$45,817	\$53,380	\$59,579	Step 9
Step 10	\$29,329	\$46,886	\$54,449	\$60,764	Step 10
Step 11	\$30,000	\$47,955	\$55,518	\$61,949	Step 11
Step 12	\$30,671	\$49,024	\$56,587	\$63,134	Step 12
Step 13	\$31,342	\$50,093	\$57,656	\$64,319	Step 13
Step 14	\$32,013	\$51,162	\$58,725	\$65,504	Step 14
Step 15	\$32,684	\$52,231	\$59,794	\$66,689	Step 15
				\$67,874	Step 16
				\$69,059	Step 17
				\$70,244	Step 18
				\$71,429	Step 19
				\$72,614	Step 20
				\$73,799	Step 21
				\$74,984	Step 22
				\$76,169	Step 23
				\$77,354	Step 24
				\$78,539	Step 25
Step Cost	\$671	\$1,069	\$1,069	\$1,185	
Top Step Non-Pipeline Stipend	\$671	\$1,000	\$1,000	\$1,000	

**2024-25 MISCELLANEOUS SALARIES SCHEDULE**

	CLS ATTD PARA	HEALTH AIDE PT/OT 9 MONTH	HEALTH AIDE 9.5 MONTH	NON-CERT INST TECH 12 MONTH	
Step 1	\$24,105	\$38,569	\$46,397	\$51,852	Step 1
Step 2	\$24,776	\$39,638	\$47,466	\$53,037	Step 2
Step 3	\$25,447	\$40,707	\$48,535	\$54,222	Step 3
Step 4	\$26,118	\$41,776	\$49,604	\$55,407	Step 4
Step 5	\$26,789	\$42,845	\$50,673	\$56,592	Step 5
Step 6	\$27,460	\$43,914	\$51,742	\$57,777	Step 6
Step 7	\$28,131	\$44,983	\$52,811	\$58,962	Step 7
Step 8	\$28,802	\$46,052	\$53,880	\$60,147	Step 8
Step 9	\$29,473	\$47,121	\$54,949	\$61,332	Step 9
Step 10	\$30,144	\$48,190	\$56,018	\$62,517	Step 10
Step 11	\$30,815	\$49,259	\$57,087	\$63,702	Step 11
Step 12	\$31,486	\$50,328	\$58,156	\$64,887	Step 12
Step 13	\$32,157	\$51,397	\$59,225	\$66,072	Step 13
Step 14	\$32,828	\$52,466	\$60,294	\$67,257	Step 14
Step 15	\$33,499	\$53,535	\$61,363	\$68,442	Step 15
				\$69,627	Step 16
				\$70,812	Step 17
				\$71,997	Step 18
				\$73,182	Step 19
				\$74,367	Step 20
				\$75,552	Step 21
				\$76,737	Step 22
				\$77,922	Step 23
				\$79,107	Step 24
				\$80,292	Step 25
Step Cost	\$671	\$1,069	\$1,069	\$1,185	
Raise Amount	\$815	\$1,304	\$1,569	\$1,753	
Top Step Non-Pipeline Stipend	\$671	\$1,000	\$1,000	\$1,000	



## MEMORANDUM OF UNDERSTANDING

If a state agency of competent jurisdiction finds that the district's instructional day does not meet minimum state requirements and, as a result, the district may suffer some loss of general state aid, the district may add up to an additional 15 minutes of instructional time to the student day by requiring students to arrive earlier to school. The teacher work day shall not be extended beyond seven hours.

The addition of time to the student day shall only occur at the level (elementary, middle or senior high) where the instructional day does not meet minimal state requirements.

If this additional instruction time is needed, it shall be taken from the 10 minutes prior to the beginning of the school day when staff members are required to be on the grounds and/or the five minutes after the last period is scheduled.

**MEMORANDUM OF UNDERSTANDING**  
**Sick Leave**

Article 30 of the current working agreement allows sick leave to individuals who exhaust his/her sick leave in a given year. The provisions of the working agreement specify differing allotments depending upon whether the individual has accumulated twenty-four (24), forty-five (45), or one-hundred (100) or more sick days. Due to the potential for a penalty to the District from TRS these provisions shall not apply to individuals who may be eligible to retire within four years or whose receipt of sick leave causes a penalty to the District from TRS. If individuals exhaust all of their sick leave within the four years prior to being eligible for retirement, the District may, in its sole discretion, grant sick leave on a day-by-day as needed basis.

Any request for sick leave under this memorandum of understanding must be made to the Superintendent or his/her designee. No other District employee may grant sick leave under this memorandum of understanding.

## **MEMORANDUM OF UNDERSTANDING**

In the event that Illinois General Assembly amends and/or otherwise alters any provisions of the Illinois Pension Code, (40 ILCS 5/1-101 et seq.), that affects the Teacher Retirement System (TRS), the parties agree to open and bargain Article 52 of this Agreement during the term of this Agreement. The parties agree that under this Memorandum of Understanding that the issues subject to bargaining will be limited solely to TRS, including but not limited to employer contributions to TRS and employee contributions to TRS, and shall not apply to any other provisions contained in this Agreement.

## **MEMORANDUM OF UNDERSTANDING**

In the event that Illinois General Assembly amends and/or otherwise alters any provisions of the Illinois Pension Code (40 ILCS 5/1-101 et seq.), that affects the Illinois Municipal Retirement Fund, the parties agree to open and bargain Article 57 of this Agreement during the term of this Agreement. The parties agree that under this Memorandum of Understanding that the issues subject to bargaining will be limited solely to IMRF, including but not limited to employer contributions to IMRF and employee contributions to IMRF, and shall not apply to any other provisions contained in this Agreement.

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the District and the Union engaged in collective bargaining during the summer of 2021;

WHEREAS, the District and Union have reached an agreement to enter into a Collective Bargaining Agreement, (“CBA”), for a term of four (4) years;

WHEREAS, some provisions of the agreement between the Parties are temporary and do not permanently alter the provisions of the CBA;

WHEREAS, the Parties enter into this MOU to outline the parameters of the agreement between the District and Union; and

THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **MOU controls over any contrary terms.** To the extent that the terms and plain language of the CBA are contrary to the terms and plain language contained in this MOU, the terms and plain language as contained in this MOU control for the time periods designated herein.

2. **Additional Profession Development Days.** Certain members of the Union, licensed teachers and paraprofessionals, shall be required to participate in an additional four (4) days of professional development. These additional four (4) days of professional development shall be for a duration of no more than four (4) hours per day. The additional four (4) days of professional development shall occur prior to the first day of student attendance of each school year as set by the Board of Education. The additional four (4) days of professional development are mandatory. The agreement for the additional four (4) days of professional development shall only be for the school terms 2021-22, 2022-23, and 2023-24. There shall be no additional four (4) days of professional development during the final year of this agreement.

3. **Stipend for additional four (4) days of professional development.** Employees within the Union employed in a position that requires a teaching license shall receive a stipend of one thousand dollars, (\$1,000), per year for participation in the additional four (4) days of professional development. All other employees within in the Union that are required to participate in the additional four (4) days of professional development shall receive a stipend of five hundred dollars, (\$500), per year for participation in the additional four (4) days of professional development. The payment of stipends contained in this paragraph shall be paid as a separate check, and shall be paid in September of each year.

4. **Years 1-3 extended school day.** For the school terms of 2021-22, 2022-23, and 2023-24, the school day for employees of the District shall be extended by a period of fifty (50) minutes. The fifty (50) minutes shall be comprised of the following: (a) employees are required to arrive at work ten (10) minutes prior to the start of the students’ school day; (b) employees are not released from work until ten (10) minutes following the end of the students’ school day; and (c) there will be thirty (30) minutes of additional instructional time during the normal students’ school day. The purpose of the ten minute arrival prior to the start of the student’s school

day and the ten minutes following the end of the students' school day is to allow the staff to prepare for each day. While the ten minute time periods are not intended to have assigned duties, staff may under exigent circumstances be called upon to undertake duties consistent with Article 4 of the CBA known as "Use of School Day".

5. **Stipend for extended school day.** Employees within the Union employed in a position that requires a teaching license shall receive a stipend in the amount of six thousand eight hundred dollars, (\$6,800.00), per year for participation in the extended school day. Employees employed as Nurses or Health Aides shall receive a stipend in the amount of five thousand one hundred dollars, (\$5,100.00), per year for participation in the extended school day. All other employees within the Union that work the additional time due to the extended school day shall receive a stipend in the amount of three thousand four hundred dollars, (\$3,400), per year for participation in the extended school day. The payment of stipends contained in this paragraph shall be paid as separate checks, and shall be paid in two installments, one paid in December and the second paid in May, of each year.

6. **Year 4 Extended school day.** For the 2024-25 school term, the school day for employees of the District shall be extended by a period of twenty (20) minutes. The twenty (20) minutes shall be comprised of the following: (a) employees are required to arrive at work ten (10) minutes prior to the start of the students' school day; and (b) employees are not released from work until ten (10) minutes following the end of the students' school day. Employees shall cease to receive the stipend as contained in paragraph 5 herein.

7. **Salary in Year 4.** In the 2024-25 school term, the base level of all salary schedules as contained in the CBA shall be increased by three-point five percent, (3.5%). This means that step 1 of each salary schedule is increased by three-point five percent, (3.5%), and then each additional step shall be increased by the current step increase amount as contained in each salary schedule. Furthermore, each employee will receive four (4) step increases on his/her respective salary schedule in Year 4.

8. **Stipend for Employees on highest step of salary schedule in Year 4.** In the 2024-25 school term, an employee who is at, or attains, the highest step of his/her respective salary schedule during his/her four step progression as contained in paragraph 7 herein, and not receiving the ERI benefit, will receive the stipend listed below for each step progression that the employee does not receive due to reaching the highest step. For example, if an employee with a teaching license is on Step 23 at the beginning Year 4, he/she will receive two step increases to reach Step 25 so that employee will be paid a base salary as contained on Step 25, plus the employee will receive two stipends as listed below due to not receiving two additional steps as contemplated in paragraph 7 herein. The stipends are as follows:

- If the employee's respective salary schedule step is one thousand dollars, (\$1,000), or greater, then the employee will receive a stipend in the amount of one thousand dollars, (\$1,000).
- If the employee's respective salary schedule step is less than one thousand dollars, (\$1,000),

then the employee will receive a stipend equal to the amount of a step increase on his/her respective salary schedule.

The stipends for employees under this paragraph 9 will be paid as a separate check in December 2024.

9. **Employees receiving the Retirement Severance.** Employees that are receiving the retirement severance as contained in Articles 49 and 50 of the CBA are only entitled to receive the stipends contained in paragraphs 3 and 5 of this MOU; however, such employees are still subject to all provisions as contained in Articles 49 and 50 of the CBA.

10. **ESSER III Funding.** The Parties acknowledge that the items contained in this MOU are contingent upon the District being approved to receive, and actual receiving funding, under the Elementary and Secondary Emergency Relief Fund III.

11. **Complete Agreement.** This MOU contains all the terms and conditions agreed upon by the Parties hereto, and no provision or requirement expressed herein may be altered, modified or canceled, except upon the express written consent of all Parties hereto.

**RETIREMENT SEVERANCE EXAMPLE #1**

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the retirement process. Employee A's severance is calculated as follows.

<u>Maximum Non-Penalty Salary</u>	<u>Severance</u>
Base Year – \$60,000.00	
Year 1 – \$63,600.00	\$3,600.00
Year 2 – \$67,416.00	\$7,416.00
Year 3 – \$71,460.96	\$11,460.96
Year 4 – \$75,748.62	\$15,748.62
Year 5 – \$80,293.53	\$20,293.53
Total Severance = \$58,519.11	

*Please note that in most cases the employee will elect to receive the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.*



**RETIREMENT SEVERANCE EXAMPLE #2**

In the event that an employee is promoted to a position that allows for a wage increase in excess of 6% without a penalty or liability to the District, then the employee may elect to either (a) forfeit their remaining lump sum retirement severance and accept the salary for the employee in the promotion position, or (b) continue receiving their pre-promotion salary and continue their eligibility for the lump sum retirement severance. No salary increase is permitted if it results in financial and/or actuarial penalty or liabilities of any kind to the District from TRS and/or IMRF. For Example:

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the ERI process. Employee A's severance is contained in Column 1.

While in the ERI process, Employee A moves or is promoted into new position with a higher rate of pay. At this point in time the District will take the new position rate of pay specific to Employee A, i.e. Employee A's appropriate position on the new position's salary schedule and then calculate the rate of pay in that new position based upon 6% raises as contained in the ERI from that year forward. Employee A's rate of pay in the new position is contained in Column 2.

Employee A will be permitted to choose the rate of pay he/she elects from either Column 1 or Column 2.

<u>Column 1 – Original Position</u>	<u>Column 2 – New Position</u>
Base Year – \$60,000.00	
Year 1 – \$63,600.00	
Year 2 – \$67,416.00	
Year 3 – \$71,460.96	\$80,000.00
Year 4 – \$75,748.62	\$84,800.00
Year 5 – \$80,293.53	\$89,888.00
Severance = \$58,519.11	Severance = \$14,688.00

By way of illustration if Employee A is promoted to the new position after year two (2) then Employee A's may choose to maintain his/her severance package as contained in Column 1 or convert to Column 2.

*Please note that in most cases the employee will have already received the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.*

**RETIREMENT SEVERANCE EXAMPLE #3**

In the event an employee bids or otherwise voluntarily elects to take a position with a lower rate earned than the position the employee held during the previous contract/fiscal year, then the rate earned of the employee will be determined based upon the rate earned for the position that he/she elects to take and will be computed by taking the rate earned that the employee would have earned the previous contract/fiscal year in the new position and increasing that previous contract/fiscal year's rate earned by 6%. For example:

Employee A is working with a base rate of pay of \$60,000 annually when Employee A starts the ERI process. Employee A's rate of pay for the duration of the ERI process in this original position is contained in Column 1.

While in the ERI process Employee A voluntarily elects to take a new position with a lower rate of pay. At this point in time the District will take the rate of pay for the new position during the Base Year of ERI and calculate the rate of pay in that new position based upon 6% raises as contained in the ERI. Employee A's rate of pay in the new position is contained in Column 2.

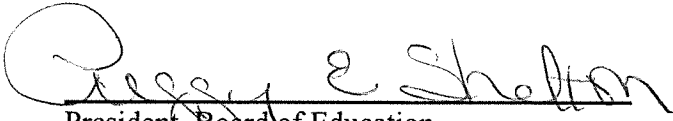
If Employee A voluntarily elects to take the new position with the lower rate of pay then Employee A will receive the rate of pay based upon the corresponding year in Column 2.

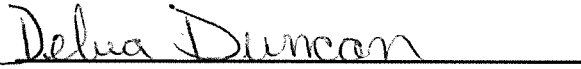
<u>Column 1 – Original Position</u>	<u>Column 2 – New Position</u>
Base Year – \$60,000.00	Base Year – \$40,000.00
Year 1 – \$63,600.00	\$42,400.00
Year 2 – \$67,416.00	\$44,944.00
Year 3 – \$71,460.96	\$47,640.64
Year 4 – \$75,748.62	\$50,499.08
Year 5 – \$80,293.53	\$53,529.02
Severance = \$58,519.11	Severance = \$39,012.74

By way of illustration if Employee A voluntarily elects to take the new position after year two (2) then Employee A's rate of pay in year 3 will be the year three (3) rate of pay contained in Column 2 or \$47,640.64 and the total severance will be \$24,028.10 from that point forward. The employee will still be able to include any retirement severance that was not paid out in the previous years prior to the change in position.

*Please note that in most cases the employee will have already received the 6% salary increase in each year of the retirement process, which means the severance payment post-retirement will be lower than the total amount listed herein.*

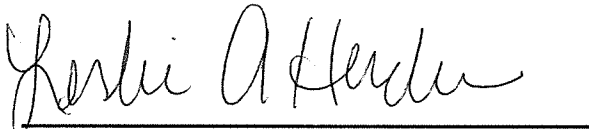
BY: BOARD OF EDUCATION


  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

4-11-22  
Date

BY: CAHOKIA FEDERATION OF TEACHERS  
LOCAL 1272, IFT-AFT

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

4-11-22  
Date