

AGREEMENT

Between

The Board of Education of
School District 162

Cook County, Illinois

and

The Matteson Education Association

July 1, 2023—June 30, 2026

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AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF SCHOOL DISTRICT 162
COOK COUNTY, ILLINOIS
AND
THE MATTESON EDUCATION ASSOCIATION

PREAMBLE

The Board of Education of School District 162, Cook County, Matteson, Illinois, hereinafter referred to as the "Board," and the Matteson Education Association, affiliate of IEA-NEA and NEA, hereinafter referred to as the "Association," recognize their common aim of providing the best education possible for the youth of the District.

It is recognized that the legal responsibility for education is vested in the Board and that this responsibility for final decision-making cannot be delegated. The Board agrees to enact the results of negotiations as mutually agreed upon.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that to a great extent the success of the educational program in the District depends upon the abilities and performance of the teachers carried out in conducive environments. Teachers are expected to act in a professional manner and will be treated as professionals.

ARTICLE I
RECOGNITION

1.1 Recognition. The Board recognizes the Association as the sole and exclusive bargaining agent for all contractually-employed certified educational employees as defined by the Illinois Educational Labor Relations Act, excluding the District school psychologists, the building principals, and other administrative staff. The term "teacher," when used herein, will refer to all employees represented by the Association in the bargaining unit as defined above. When used herein, the phrase "teacher organization" means the Association.

The Board agrees not to negotiate with any other teacher organization or any teacher during the term of this Agreement, except that nothing in this Agreement will prohibit any teacher from appearing before the Board on his/her own behalf after implementing established administrative procedures, and nothing in this Agreement will prohibit the Board from discussions with teachers as long as such discussions are in compliance with this Agreement.

1.2 Part-Time Teachers. Without regard to other provisions of this Agreement, salary, fringe benefit leaves, and the delineation of work/work year will be afforded to part-time teachers as follows:

1.2.1 Salary and professional growth increments to a percentage equal to the percentage of full-time service worked.

1.2.2 Part-time teachers who are regularly employed to work twenty (20) hours per week or more will be considered full-time for the purpose of insurance coverage under the terms of Sections 7.1 and 7.5 of this Agreement. Part-time teachers who work fewer than twenty (20) hours per week will not be eligible to receive insurance benefits under the terms of this Agreement.

1.2.3 Sick Leave Bank will be available according to the same standards applied to full-time.

1.2.4 Sick leave will be prorated.

1.2.5 Civic Duty Leave and Maternity/Paternity/Childrearing Leave will be the same as for full-time teachers.

1.2.6 Emergency/Personal Leave will be prorated, but the minimum will be one (1) day per year.

1.2.7 Grandparent Leave will be prorated, but the minimum will be one (1) day per birth.

1.2.8 Bereavement leave, will be prorated; but the minimum will be one (1) day per death.

1.2.9 Other leaves (as provided in Section 6.9) will be available according to the same standards as for full-time teachers.

1.2.10 Part-time teachers will be expected to attend monthly faculty meetings.

1.2.11 Part-time teachers will be expected to fulfill professional activities as assigned by the administrator such as parent conferences, building and District committees, before- and after-school duties, and activities and events outside the regular teacher workday in a percentage proportional to the expectation for full-time teachers.

1.2.12 Part-time teachers will be required to attend teacher activities held on early dismissal days during the part-time teacher's normal work hours. If said activities are held outside the part-time teacher's normal work hours and the teacher is required by the administrator to attend, the part-time teacher will receive pro-rata compensation for attendance.

1.2.13 Part-time teachers will have planning time included within their workday in a percentage proportional to the planning time afforded full-time teachers.

1.2.14 Part-time teachers whose workday is four (4) or more hours daily will be afforded a duty-free lunch period equal in length to that afforded full-time teachers in the same building.

1.3 Job Sharing. Two (2) teachers interested in sharing a single position during the coming school year will develop a written proposal and will submit it to the Superintendent.

The teachers may split insurance and other fringe benefits in any fashion agreeable to the two (2) teachers involved so long as the total cost to the Board does not exceed those costs normally associated with one (1) full-time teacher and further provided that the insurance company consents to such coverage.

Each teacher will be paid a salary proration of his/her own salary as provided on the Salary Schedule and through professional growth.

Approval for job sharing proposals will be at the discretion of the Superintendent, and the granting of such a proposal will not create a practice or precedent.

For purposes of retention of tenure and seniority, the portion of a full-time position not worked by any tenured teacher will be considered to be an unpaid leave of absence.

Job sharing applications will be submitted on a one (1)-year basis. Extensions for a second year may be requested but are not guaranteed for approval.

ARTICLE II NEGOTIATIONS PROCEDURES

2.1 General. The Board and Association agree to conduct negotiations in accordance with the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board. Negotiation matters will not be discussed or materials distributed in the presence of students.

2.2 Successor Agreements. Either party may notify the other in writing on or after December 1 of the final year of this Agreement that it desires to modify this Agreement.

ARTICLE III ASSOCIATION RIGHTS

3.1 Board Meetings—Notification. The President of the Association will be provided written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.

3.2 Board Minutes—Association Copies. One (1) copy of all open session Board minutes will be provided to the President of the Association with the Board packet prior to the next regular Board meeting.

3.3 Pertinent Information—Association. The Board will provide the Association with copies of the agenda and minutes of all open session Board meetings and will, from time to time in response to reasonable written requests, furnish any information which may be necessary for the Association to process any grievance or complaint. The Board will also furnish annual financial reports and audits, a register of certified personnel, budget prior to approval, treasurer's reports, enrollment data, and all other information as requested which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and the students of District 162.

3.4 Membership Information. Names, addresses, phone numbers, and assignments of newly-hired teachers will be provided to the Association President and Membership Chairperson; within fourteen (14) days after Board approval of their employment. The Association President and Membership Chairperson will also be notified when an employee resigns.

3.5 Meetings, Notices, and General Information. The Association will be permitted the following:

3.5.1 The use of school buildings for meetings with prior approval of the building principal.

3.5.2 The use of teacher mailboxes, interschool mail, and faculty bulletin boards for the purpose of internal communication.

3.5.3 Time for MEA reports and announcements at the conclusion of building staff meetings.

3.6 Association Dues Deduction. Following receipt of initial written authorization from an employee, the Board will commence payroll deductions in an amount certified by the Union for dues by no later than 30 days after receipt of said authorization. Such authorization shall remain in effect unless revoked by the employee in writing. The Board agrees to remit to the Association the deducted authorized dues no later than ten (10) days after such dues are deducted.

3.7 Association Leave. In the event that the Association desires to send representatives to local, state, or national conferences or any other business pertinent to Association affairs, these representatives will be excused without loss of salary providing the Association reimburses the District for the cost of substitutes. Such requests for Association Leave will be forwarded in writing to the Superintendent through the President of the Association. There will be available to the Association fifteen (15) such days providing that written request for such leave has been submitted to the Superintendent.

3.8 Right to Organize. Teachers will have, and be protected in the exercise of, the right freely and without fear of reprisal or penalty to form, join, and assist any teacher organization or to refrain from such activity. The freedom of such teachers to assist any teacher organization will be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative including presentation of its views to officials of the school system. No interference, restraint, coercion, or discrimination may be practiced to encourage or discourage membership in any teacher organization.

3.9 Committee Representative. No teacher will represent the MEA on any committee unless duly authorized by the MEA to do so.

ARTICLE IV BOARD OF EDUCATION RIGHTS

4.1 Management Rights. All management rights and functions, except those which are elsewhere abridged by this Agreement, will remain vested exclusively in the Board. It is

recognized that such rights and functions include, but are not limited to: (1) the control of property and the composition, assignment, direction, and determination of the size and type of the District staff; (2) the right to determine the work to be done and the standards to be met by teachers covered by this agreement; (3) the right to change or introduce new programs and courses of instruction, methods, processes, means and facilities; (4) the right to hire, establish work schedules, determine hours of employment, assign, transfer, or release (R.I.F) District teachers; and (5) the right to determine the qualifications of teachers and to suspend, discipline, and discharge teachers for cause and otherwise to maintain an orderly, effective, and efficient operation; no such management rights and functions will be in violation of state or federal law.

ARTICLE V WORKING CONDITIONS

5.1 Reduction in Force (R.I.F.). Any reduction in licensed personnel will be in compliance with the Illinois School Code.

5.1.1 Seniority. To the extent that seniority comes into play within the ranking categories outlined in the Illinois School Code regarding reduction in forces (R.I.F.) the district seniority will be defined as the length of a teacher's continuous service beginning with the first day of active service in the District. If two (2) or more teachers have the same first day of active service and equal length of continuous service, seniority will be determined from the date and time of the Superintendent's approval. If other factors are needed the sequence below will be used. Effective July 1, 2016.

1. Masters Degree
2. College Credits beyond the Masters Degree: which must be submitted to the district office no later than January 31 of the current school year.

5.1.2 Recall. The contract will follow Illinois School Code.

5.1.3 Seniority List. A seniority list will be developed annually in accordance with the Illinois School Code and in accordance with the procedures previously agreed upon by the Board and the Association. These procedures are attached to the Agreement as Appendix C and are incorporated herein. The seniority list will be available for review by all teachers.

It is the responsibility of a teacher to make the Superintendent aware, no later than March 1 of each year, of any errors in the seniority list information listed for that teacher. Any teacher who fails to so notify the Superintendent of any such errors will be prohibited from raising errors in his/her own seniority list information in any dispute over that teacher's own R.I.F. A teacher may, however, make such corrections after March 1 in order to affect the teacher's recall. Any such correction will apply only to a recall subsequent to the date of the correction. This requirement will be noted on the seniority list promulgated to teachers.

5.1.4 Time on Leave. Periods of absence while on a paid leave of absence will count toward seniority.

5.2 Evaluation. The objectives for evaluating teachers are to enhance the quality of education for District students, to encourage teachers to maintain excellence of performance, to provide a rational basis for personnel decisions, and to recognize effective instruction. The

evaluator(s) in each school will apprise all teachers of the Board policy, criteria, procedures, and forms to be used for evaluation.

5.2.1 Tenured teachers will be evaluated at least every two (2) years. Before September 30, all teachers to be evaluated during that school year will be notified.

5.2.2 The Board and the Association have cooperatively developed an evaluation plan and will annually review the plan to determine if any changes are desired. If any changes are to be made by the parties, the effective date of any such change(s) will be agreed upon. Prior to implementation of any change to the provisions of the evaluation plan, the administration will notify the Association of the proposed change(s), and the parties will promptly meet to negotiate with regard to such change(s).

5.2.3 Formal Classroom Observation.

- a. Each scheduled formal classroom observation will be conducted openly by the evaluator and with full knowledge of the teacher. Results of any formal classroom observation will be in writing with a copy to be given to the teacher no later than the business day prior to any meeting with an administrator.
- b. Within ten (10) school days of each observation, the evaluator will have a meeting with the teacher to discuss the formal classroom observation report.
- c. After such meeting, both parties will sign the observation report to indicate awareness of the contents of the report. The signature of the teacher will only mean that the written report has been read and discussed; it will not mean agreement or disagreement with the written report.

5.2.4 Nothing contained herein is to be construed as precluding evaluation of teachers in other areas of professional responsibility or by any other means as deemed appropriate by the Superintendent.

5.2.5 All formal evaluations will be in writing. Both parties will sign the evaluation report to indicate awareness of the contents of the report. The signature of the teacher will only mean that the written report has been read and discussed; it will not mean agreement or disagreement with the written report.

5.2.6 Nothing contained herein will limit the discretion of the Board with regard to the evaluation of non-tenured teachers.

5.2.7 Any concern which may result in a reference anywhere on the formal evaluation will be presented to the teacher as soon as practicable after the concern arises. In no case will such a concern appear on a teacher's formal evaluation without it having been presented to the teacher in writing prior to the formal evaluation. The teacher will have the right to provide a written response to attach to the formal evaluation, within 10 days.

5.3 Parental Complaint. The District will encourage parents having complaints relative to a teacher to follow Board policy by meeting first with the teacher, then principal,

then Superintendent, and, if necessary, thereafter the Board. In no case will an administrator take any disciplinary action against a teacher based on a parental complaint without first having a conference with the teacher and making every reasonable effort to schedule a parent-teacher conference. These provisions will not apply to any situation giving rise to any reports as may be required by law to the Department of Children and Family Services alleging child abuse and/or neglect.

5.4 Assault. Any case of assault upon a teacher in performance of contractual obligation to the District will be reported to the Superintendent within twenty-four (24) hours. The Board will provide the teacher legal counsel to render reasonable assistance to the teacher in the handling of the incident by law enforcement and judicial authorities. The Board or its designee will complete all reports of the incident as required by law. In any case of assault upon a teacher as provided herein, the Board encourages the teacher to file a charge with local law enforcement authorities and to take any further action required by the judicial system.

Nothing in this Section is intended to obligate the Board to provide legal counsel to assist the teacher in pursuing litigation for damages or the like.

5.5 Personnel File. Each teacher will have the right, upon request, to review the content of his/her personnel file (except for pre-employment references) in the presence of the Superintendent or his/her designee. At the teacher's request, a representative of the teacher's choosing may accompany the teacher in this review. The teacher may be required to sign a log indicating he/she has reviewed the file at the time of said review.

Any teacher will have the right to attach dissenting material to any item in his/her personnel file. The teacher will receive a copy of any item placed in his/her personnel file that was not originated by the teacher.

5.6 Parent-Teacher Conferences. Teachers who meet with students on a regular basis will be responsible for conferencing parents of those students where there is a definite need to communicate whether by teacher or parent request. The Board will provide three (3) days of non-teaching time each year to assist in the accomplishment of this effort. With the prior approval of the building administrator, teachers may set up evening appointments at a mutually agreeable time with parents who have difficulty meeting during the day, and teachers may reduce their daytime conference hours accordingly. Teachers will utilize two (2) conference days, to be arranged with the prior approval of the building administrator, for evening conferences—one (1) in the fall and one (1) in the spring. On the days when evening conferences are scheduled, teachers' required work hours will be no longer than is required on a normal school day, and no teacher will be required to work later than 8 o'clock in the evening.

Teachers who meet with students other than on a daily basis will be responsible for arranging a conference with the parents of students exhibiting behavior problems, special needs, special talents and interests, or by parent request; evening hours will be utilized according to the preceding paragraph.

5.7 Teacher Workday. The established teacher workday will begin thirty (30) minutes before and end ten (10) minutes after the instructional day.

On the last day of the school term, except in case of an emergency, the teacher workday will end no more than one and one-half (1 1/2) hours after the students are dismissed, unless state law says otherwise. In no case will the last day for teachers exceed the established teacher workday. Teachers will complete the end-of-year checkout process within four (4) business days

of the last day of the school year unless other arrangements have been approved by the Superintendent.

Designated Teacher Institute Days will have the same work hours as an Instructional Day. Teacher Institute Days can be shortened at the discretion of the Superintendent by eliminating the duty-free lunch period for that day. Teachers should make every effort to attend Teacher Institute Days. Scheduling doctor's appointments or taking a sick day is highly discouraged. Professional development hours will be given to teachers who attend Teacher Institute Days.

Teachers will also be required to attend the following without additional compensation:

1. One (1) faculty meeting per month of approximately one (1) hour in length to be held on the first Tuesday of the month.
2. Four (4) supervisory activities outside the established teacher workday per school term. At least six (6) such activities will be identified no later than October 1 of each school term. All certified members may sign up for any of the six (6) activities. In the event an additional activity is added to the list after the list is made available to teachers, a teacher may, with the approval of the building principal, sign up for the new activity and may cancel participation in one of the activities for which the teacher originally signed up. Activities lasting longer than two (2) hours will be considered as fulfilling two (2) of the four (4) required supervisory activities. One (1) of the four (4) supervisory activities must be Open House.
3. Elementary teachers, as appropriate, will attend all MDC's, Annual Reviews, and IEP Conferences and, when required, up to three (3) team meetings each semester.

5.8 Assignments. Teachers will be given notice no less than one (1) week prior to the close of the school term of their tentative building and teaching assignments, including grade level and subject area for the upcoming school term, with final verification on or before August 1. A teacher who is involuntarily reassigned to a different building or subject area will have the option of being released by the Board from his/her contract if he/she so requests.

Any teacher involuntarily reassigned to a different grade level or a different subject matter after July 1 will receive four (4) days pay for additional preparation time. The Board will pack non-personal items for any teacher who requests it if moving between buildings or classrooms and will move the teacher's non-personal items in either case. The administration will attempt to avoid involuntary transfers, and such transfers will occur only after consultation with the Association President.

5.9 Planning Time. Every attempt will be made to schedule elementary art, music, and physical education so that each elementary teacher will have planning time each day. Teachers at Huth Middle School will have a daily planning period not to exceed forty-five (45) minutes. The preceding sentences will not apply to those teachers who, subject to the approval of the administration, develop their own schedules, so long as the schedule developed by the teacher does not negatively impact the ability to schedule daily planning time for other teachers. A minimum of two hundred (200) minutes per week of planning time will be provided for

elementary teachers. If more than two hundred twenty-five (225) minutes are granted at any grade level then every attempt will be made to increase all teachers accordingly.

5.10 Instructional Day. The instructional day for the elementary buildings will be six and one-half (6 1/2) hours with a forty (40)-minute duty-free lunch period for teachers. The instructional day for O.W. Huth Middle School will be six hours and forty minutes (6 2/3) with a duty-free lunch period of forty-five (45) minutes for teachers.

At least the first four (4), but no more than the first seven (7), full student attendance days, as determined by the Board, will be shortened by one (1) hour per day. The hour will be used by the teachers with the building administrators for scheduling, arranging grouping patterns, and record-keeping activities. In addition, building administrators may call meetings with teachers for no more than fifty percent (50%) of the early dismissal time scheduled in accordance with this paragraph.

Teachers who travel from one building to another will have thirty minutes travel time built in to their schedule. These thirty minutes will be outside of their scheduled plan and lunch times.

5.11 Calendar. The Board of Education will adopt an annual calendar not to exceed one hundred eighty-six (186) days for teachers. The one hundred eighty-six (186) days will include pupil attendance days, Institute Days, emergency days as required by law, and three (3) conference days.

The five (5) emergency days will be declared holidays at the end of the school year if they have not been used for emergencies.

It is agreed that the school calendar that is recommended by the Superintendent will be submitted to the Association two (2) weeks prior to submission to the Board for adoption. The Association may make suggestions, but these are advisory only.

5.12 Vacancies. Whenever a vacancy or newly-created position occurs, the administration will post a notice of the vacancy or newly-created position in each building. During the summer months, such notices will be posted in the District office. A copy of each vacancy notice will be provided to the Association President. For purposes of this paragraph, a vacancy means an available bargaining unit position which is not filled by a teacher with recall right or by an internal transfer or an available administrative position. No vacancy will be filled on a permanent basis until the required notice has been posted for at least five (5) business days.

When, due to termination, resignation, retirement, or death of a teacher, an opening occurs in a bargaining unit position, the administration will post an "Opportunity for Internal Transfer." Copies of each "Opportunity for Internal Transfer" will be sent to the Association President. Teachers desiring to transfer to the position or interested in such positions will submit their application in writing to the Superintendent's office. The available position will not be permanently filled until the notice has been posted for five (5) business days.

Teachers who have notified the Superintendent in writing, within the previous six (6) months, of their interest in a position(s), will not be required to respond to a posting in order to be considered for the available position.

If, for vacancies or newly-created positions occurring from thirty (30) days prior to the opening of school through the end of the first semester, a previous posting has occurred for the

same position within sixty (60) days of the newly-available position, no posting will be necessary; and the vacancy or newly-created position may be filled from the applicants from the previous posting.

5.13 Class Size. The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program.

The following factors, among others, may be considered by the Board in determining the size of a class:

1. The capacity of the teaching facilities and the number of pupil stations in the room;
2. The appropriateness of the room to the content of the course or the purposes to be served and the methods to be employed;
3. The general conditions which affect the health, safety, and effective supervision of the pupils;
4. The availability of sufficient books, supplies, equipment, qualified staff, and facilities;
5. The ability level of the students; and
6. Financial, administrative, and enrollment considerations.

When class size becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building principal in writing and to include suggested solutions to the problem. The building principal or another administrator will meet with the teacher within five (5) workdays to discuss the situation.

When, in the opinion of a principal or a team (department, cluster, or grade level), class size is becoming excessive for the team, the team and the building principal will meet to discuss concerns and possible strategies or solutions on a pro-active basis. Either the team or the principal may request the meeting.

In the event the situation is not resolved, the teacher or team may appeal the matter in writing to the Superintendent.

If the situation remains unresolved, the teacher or team may appeal the matter in writing to the Board. Any decision of the Board will be final.

5.14 Access. The District will provide room keys to teachers. Any teacher who has no assigned room will be provided a secure area in which to store valuables.

5.15 Principal Absence. No teacher will be required to be "in charge" of the building while the principal(s) is absent from the building.

This clause does not apply to any teacher who may volunteer and be selected to serve as a substitute for absent principals when deemed necessary by the Superintendent. The teacher must have a Type 75 Certificate. No added compensation will be paid, but a substitute will be hired.

5.16 Lesson Plans. No teacher will be required to list cross-references on daily lesson plans unless required by the administration to do so in order to assure that a specific teacher is teaching the curriculum where such a concern has existed.

5.17 Home-School Communication. Recognizing the importance of home-school communication, teachers agree to use the designated program as directed by the Board/Superintendent as the primary method of communicating classroom news, and homework assignments to enable parents to fully participate in the educational process. Teachers are encouraged to update classroom news and assignments frequently, in order to be in sync with classroom goals.

Teachers in all grades will use the designated program as directed by the Board/Superintendent to record pupil performance and teachers in grades 1-8 will post pupil progress on a weekly basis so that parents can help their children meet classroom expectations. Teachers will have the option to use procedures already in place that enhance home/school communication as well. Progress reports and report cards will be produced electronically and printed for distribution. End of quarter grade verifications will be produced and given to teachers for final approval before report cards are printed. The two systems, although distinct, provide one avenue of access for parents.

5.18 Transfer of Students. An administrator will not transfer a student during the school term without first having a conference with all affected teachers.

5.19 Committees. Teachers who volunteer for committees will be paid for service on such committees at the rate specified on the extended service positions salary schedule found in Appendix B of this Agreement so long as the committee was pre-approved for pay.

5.20 Teacher Work Space. No students will be permitted in the teacher lounges, and no classroom activities will take place in the teacher lounges. It will be the responsibility of the building administration to provide a work space for all teachers and to avoid, when possible, any loss of student contact time as a result of insufficient work space. Advance notice will be provided, when possible, to any teacher who is displaced from a regularly assigned work space.

5.21 PBIS Teams. A PBIS team is committed to establishing positive behavioral supports and improving school climate and culture. The team should be representative of different roles across the school, with a mixture of administrators, classroom educators, counselors, and other staff members who interact with students.

5.22 Teacher Employment Contract. Upon hire, all teachers will sign a Teacher's Contract that is incorporated into this Collective Bargaining Agreement as Appendix D.

ARTICLE VI LEAVES

6.1 Sick Leave Provisions. Each teacher will be entitled to a total of sixteen (16) days of sick leave with full pay per school term. Unused sick leave will accumulate without limit. Sick leave will be interpreted to mean personal illness, quarantine at home, or serious illness. The Superintendent may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave on an institute day, after an absence of three (3) days for personal illness, or as

he/she may deem necessary in other cases. If a pattern becomes apparent or excessive absences occur without cause, administration may request a meeting with the member. Sick leave days will not be used for the purpose of taking care of or visiting a newborn grandchild or his/her mother unless the mother or grandchild is "seriously ill." Sick leave days may be used to attend the funeral of an aunt or uncle.

6.1.1 Written notification of the amount of accumulated sick leave days will be given to each teacher on his/her pay stub.

6.1.2 In rare instances the Superintendent may determine that a job-related injury is of such a nature that absences of less than four (4) days will not result in a deduction from a teacher's accumulated sick leave days. The determination is at the sole discretion of the Superintendent, after an examination by the Superintendent of the facts involved. Any request for the benefit provided by this Section 6.1.2 must be made within two (2) weeks of the date of injury.

6.1.3 No teacher will be asked to disclose the "nature of illness" on the District's absence form. Teachers will specify the type of leave being used when the teacher uses the online program to report and when filling out the Employee Absence Report.

6.2 Sick Leave Bank. The Board and the Association agree to the continuance of a Sick Leave Bank for the teachers. Use of Sick Leave Bank is for personal illness only, not for illness of family members.

6.2.1 To become a member of the Bank, a teacher must donate one (1) sick leave day for that school year to the Bank. A part-time teacher contributes a half (1/2) day to become a member. Each teacher is limited to a total donation of two (2) days in any one (1) school year. Teachers may not join the Sick Leave Bank during their first year of employment.

6.2.2 A teacher may not withdraw days from the Bank for illness until the teacher's own accrued sick leave has been depleted, a two (2)-day deduction period has transpired for each illness (such absence must be continuous in nature), and a written verification of illness from a licensed physician has been received by the Sick Leave Bank Committee. Days withdrawn from the Bank by a given teacher will be limited to a maximum of sixty (60) days per illness and will not have to be replaced except as a regular contributing member of the Bank.

6.2.3 The Bank will be administered by a committee of teachers: one (1) teacher elected from each building and one (1) additional Committee member appointed by the Executive Board of the Association to chair the Committee. The rules and regulations governing the Sick Leave Bank will be formulated by this Committee, and all administrative contingencies not covered by these rules will be decided by a simple majority vote of the Committee, or of a quorum thereof. The Board and the administration of School District 162 will be provided with copies of these rules and regulations and of any addenda that result from such administrative decisions.

6.2.4 The Committee will make a quarterly report for the District records to the Superintendent concerning days contributed to the Bank and all days withdrawn from the Bank. A copy of each written verification of illness from a licensed physician as submitted by the teacher will be attached to the quarterly activity report.

6.2.5 The teachers will not hold the Board or the administration of School District 162 liable for any decisions made by the Sick Leave Bank Committee.

6.3 Emergency-Personal Business Leave.

6.3.1 Teachers will be granted three (3) Emergency-Personal Business Leave days per year. The request for such leave must be submitted to the Superintendent on the District Emergency-Personal Business Leave form at least two (2) days in advance.

6.3.2 In cases where two (2) days' advance notice is not possible, the Superintendent will waive the notice requirement provided the teacher will:

1. Contact the Superintendent in person, by telephone, in writing, by electronic voice mail, or by e-mail prior to commencing the leave to explain why two (2) days' advance notice was not possible; and
2. Enter their absence into the online program to report the absence and, if necessary, request a substitute; and
3. Within two (2) school days of return to work, submit Emergency-Personal Business Leave Request and Employee Absence Report.

6.3.3 Emergency-Personal Business Leave, with pay, will be granted to teachers for valid reasons that are not already included in sick leave. Valid reasons for Emergency-Personal Business Leave will include court appearances (except for suits brought against the Board), personal legal business that cannot be conducted at any other time than during school hours on days when school is in session, major holidays of the teacher's religion, attendance at funerals not covered by sick leave, family obligations a teacher cannot meet outside the regular school day, an emergency over which he/she has no control which requires immediate attention and may also include, at the discretion of the Superintendent, other personal affairs over which the individual has no control.

6.3.4 Emergency-Personal Business Leave will not be available on the day before or the day after a holiday or school recess, nor on parent-conference days, nor during the first or last week of school unless a compelling reason is given to and approved by the Superintendent.

6.3.5 In light of special difficulties in providing adequate numbers of substitutes on Fridays and Mondays, the Association encourages teachers to take Emergency-Personal Business Leave on alternate days when possible. The Association will reaffirm this with its membership quarterly.

6.3.6 Emergency-Personal Business Leave will not be used for purposes of a vacation.

6.3.7 If all Emergency-Personal Business Leave days are not used in one (1) year, a maximum of two (2) days will be carried over in the next school year, accumulating to a maximum of five (5) days for any given school year. Any accumulated days in excess of five (5) days will be credited to the teacher's sick leave.

6.3.8 Additional Emergency-Personal Business Leave will be granted to teachers for the purpose of taking care of or visiting the teacher's newborn grandchild or his/her mother in cases where neither the mother nor the grandchild is "seriously ill." Such leave will not exceed three (3) days per birth and will not be deducted from the teacher's sick leave. Such leave must be used within six (6) weeks of the birth of the grandchild. Such leave will be subject to all other applicable provisions regarding Emergency-Personal Business Leave.

6.4 Maternity/Paternity/Childrearing Leave. Upon written request, a leave not to exceed the remainder of the school term and one (1) additional school term, without pay, may be granted by the Board to any teacher who is expecting a child. A teacher may utilize available sick leave for those workdays during which the teacher is actually unable to work due to pregnancy or any pregnancy-related disability. Leave will be granted under the following conditions:

6.4.1 The written request for the leave will be accompanied by a physician's certificate which gives the expected date of the child's delivery.

6.4.2 The teacher will begin the leave no later than when she and the physician deem it medically advisable due to the condition of the teacher, or in the case of a male teacher, on the date of delivery.

6.4.3 Written notification of the date the teacher plans to return to the system must be filed with the Superintendent with the request for leave.

6.4.4 Unless additional leave is granted in accordance with Section 6.4.9 or unless an alternative date is agreed to by the Superintendent in writing, failure to return to work in the District on the date specified in Section 6.4.3 will be cause for loss of re-employment rights.

6.4.5 All District-sponsored benefits which would normally accrue to a teacher will be suspended during the period of time granted for unpaid childrearing leave under this Section, except as provided by the Family and Medical Leave Act.

6.4.6 A teacher granted unpaid childrearing leave under this Section may make arrangements during his/her leave to continue major medical, life insurance, dental insurance, and health and medical insurance, at his/her own expense, except as provided by the Family and Medical Leave Act, in which case the District will continue to make its normal contributions toward the teacher's health insurance coverage during the period of the Family and Medical Leave.

6.4.7 A teacher on unpaid childrearing leave will not be denied the opportunity to substitute in the School District by reason of the fact that the teacher is on such leave of absence.

6.4.8 In order for a non-tenured teacher to be reinstated, an opening must exist for which he/she is qualified; if no position is available as determined by the Superintendent, there will be no further claim upon the District by a non-tenured teacher, except as provided by the Family and Medical Leave Act. Upon expiration of a maternity leave, a tenured teacher will be reinstated unless the teacher was the subject of a reduction in force.

6.4.9 Upon written request by the teacher, the Board may grant additional leave.

6.4.10 Adoption. A childrearing leave will also be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board. The leave will commence when the child is received.

6.5 Bereavement Leave. Leave with full pay shall be allowed for bereavement absence due to death in the immediate family of the employee. For purposes of this Section, "immediate family" will include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, stepchildren, stepparents, daughters-in-law, sons-in-law, and other parent of teacher's children.

Bereavement leave with full pay for school days shall be granted for a period not to exceed three (3) calendar days for a local situation, or a maximum of five (5) calendar days whenever travel or special arrangements are required.

6.6 Civic Duty Leave. Any teacher called to serve on jury duty will receive regular salary plus all additional money provided by the court. Any teacher who is subpoenaed as a witness in a court case or proceeding in which the teacher is not a litigant and who has no available emergency-personal leave will be granted civic duty leave in order to appear in response to the subpoena. If a teacher is required to appear in court on school business approved by the Superintendent, the teacher will suffer no loss of salary, benefits, or leave days.

6.7 Professional Leave and Reimbursement for Conferences and Workshops. The District encourages teachers to visit other educational facilities and attend educational conferences, workshops, and seminars in order to promote effective programs and teaching practices within District 162. Teachers may obtain leave for visitation or conference attendance. Any such leave must be approved in advance by the Superintendent.

6.7.1 Approval Criteria. The following guidelines will be considered to determine approval for conference attendance:

- a. The teacher must be a member of a national organization if conference attendance at a national conference is requested. The teacher must submit proof of membership in the organization with the request.
- b. The conference must be pertinent to the teacher's current teaching assignment or to the teacher's approved performance goal.
- c. Generally, no more than two (2) teachers will be permitted to attend the same conference. In the event that more teachers apply for a conference than can be approved, preference will be given those who have not previously attended conferences with the goal of selecting teachers who represent a broad spectrum of the District.
- d. Generally, the Superintendent will not approve a teacher's attendance at a national conference for two (2) consecutive years. Consideration will be given where the teacher is an officer or Board member of the organization or is scheduled to be a presenter at the conference.

- e. The District budget will determine the number of teachers who attend any given number of conferences per year, and the needs of the District will guide selection in the event more teachers apply than the budget will permit.
- f. Teachers who wish to attend a conference must complete a Conference Attendance Request Form and submit it to the building administrator prior to its submission to the Superintendent. Printed information describing the conference must accompany the request to aid decision-making.

6.7.2 Expense Reimbursement.

- a. Teachers approved for a conference will receive a substitute, if necessary, at District expense. Additionally, registration for state and national conferences will be paid for approved conferences plus a maximum of one hundred fifty dollars (\$150.00) per night for a maximum of five (5) nights for other approved reimbursable expenses in accordance with Section 6.7.2c. As to other conferences, not state or national, approval may be given for payment of registration fees and all or some portion of other expenses. For approved conferences, the teacher shall complete the registration form and forward it to the District Office no less than two (2) weeks prior to the date requested for return to the teacher. If a teacher requests the District to prepay the registration fee, the Conference Attendance Request Form must be submitted two (2) weeks prior to the date the check is needed. The District will thereafter return the completed form together with the registration fee to the applicant. In the case of late registration, the teacher must pay the registration fees and may submit the registration fees on the Request For Reimbursement form along with other expenses.
- b. Reimbursement for approved conference attendance expenses will be paid upon submission of the Request for Reimbursement form with the required receipts. Payment will be made after the monthly approval of bills by the Board of Education. To appear on the monthly listing, the Request for Reimbursement form must be received no later than the first Friday of the month. Any Request for Reimbursement form received after that day will be processed in the following month.
- c. Items to be reimbursed will be specified on the Request for Reimbursement form. In general, transportation will be reimbursed at the current mileage rate for automobile travel. Starting point for distance traveled will always be the District. As a condition of approval for expenses, up to four (4) persons attending the same conference may be requested to travel in one (1) car. Travel to downtown Chicago will be reimbursed at current Metra fare only.

Approved meals will be reimbursed at the current rate established by policy. Breakfast will be approved only when lodging is approved. Lodging costs may be approved for multi-day conferences only if the distance to be traveled is greater than sixty (60) miles or if lodging is deemed necessary due to special circumstances.

6.7.3 The District will pay all approved expenses for teachers who attend conferences and workshops at the District's request upon submission of Request for Reimbursement form with required receipts.

6.8 Religious Leave. A teacher who has utilized all available Emergency-Personal Business Leave in order to celebrate religious holidays and later has need of Emergency-Personal Business Leave may request approval for two (2) additional Emergency-Personal Business Leave Days from the Superintendent. Such leave will be subject to all other applicable provisions regarding Emergency-Personal Business Leave.

6.9 Other Leaves. The Board may grant a tenured teacher a leave of absence without pay for reasons not noted heretofore in this Agreement when it deems the granting of the leave to be of benefit to the professional and educational program of the District. The granting and duration of such leaves will be within the discretion of the Board and not at the discretion of the teacher. Any such leave, if approved, will provide that upon the teacher's return he/she will be reinstated to the staff of the School District, not necessarily to the same position. Teachers on leave are subject to reduction in force in the same manner as teachers in active service. While on any unpaid leave under this Section, the teacher may continue participation in the District's health and medical insurance plan(s) provided that the teacher pays the full cost of such participation and provided further that such participation is permitted by the insurance carrier or is under the terms of any plan then in effect in the District. Any leave of absence granted under this Section must provide for the date upon which the leave is to commence and the date upon which the leave is to terminate. The failure of a teacher on leave to return to work on the appropriate date will be deemed a resignation, and the teacher will have no further right to employment by the District.

6.10 Disability Leave. A disability leave will be granted to a tenured teacher who is unable to continue to work subject to the following terms and conditions:

6.10.1 While the contractual continued service of a teacher will not be affected by temporary illness or temporary incapacity, a teacher may be dismissed for permanent incapacity in accordance with Section 24-12 of the Illinois School Code. For purposes of this Section, permanent illness or incapacity is defined to mean an illness or incapacity which results in the teacher's absence from school duties for a period of six hundred thirty-six (636) school days due to an inability or incapacity to work due to the same condition.

6.10.2 A teacher will be entitled to use his/her accumulated sick leave, personal leave, and any sick leave bank entitlement as part of the disability leave.

6.10.3 Disability leave will be subject to annual review by the Board. The Board retains the right to require an examination of the teacher by a physician selected by the Board, at the Board's expense, in order to assess the teacher's fitness to teach.

6.10.4 A teacher on disability leave will provide as much advance notice as is practicable of his/her anticipated date for return to work. In no case will the teacher return to work with less than thirty (30) days' prior notice.

6.11 Family and Medical Leave Act. Teachers are entitled to leave according to the terms of the *Family and Medical Leave Act* subject to the following provisions:

6.11.1 Definitions. As used in this Section:

- a. "Eligible teacher" means a teacher who has been employed with the District for at least twelve (12) months and has at least one thousand two hundred fifty hours (1,250) hours of service with the District during the twelve (12) months which precede the period of the requested leave. For purposes of determining hours of service for eligibility purposes, it is assumed that a full-time teacher meets or exceeds the standard of one thousand two hundred fifty (1,250) hours per year.
- b. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c. The term "equivalent position" will mean any position for which an eligible teacher is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by the eligible teacher prior to being granted a leave under this Section.
- d. Other terms will be defined as provided in the *Family and Medical Leave Act* (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor thereunder.

6.11.2 Purposes. Eligible teachers will be granted leave pursuant to the *Family and Medical Leave Act* for one or more of the following reasons:

- a. The birth of a child;
- b. The adoption of a child or the placement of a foster child;
- c. To care for a spouse, son, daughter, or parent who has a serious health condition; and
- d. A serious health condition that makes the employee unable to perform his/her job.

6.11.3 Duration. Leave requested for the purposes listed above will be granted for a period of twelve (12) weeks during any twelve (12)-month period as measured forward from the date any employee's first *Family and Medical Leave Act* leave begins, unless a leave of shorter duration is requested by the eligible teacher or unless the teacher is, by virtue of another Section of this Article VI, entitled to leave of longer duration.

Teachers may, but will not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the *Family and Medical Leave Act*.

6.11.4 Notification. In any case in which the necessity for leave under subparagraphs 6.11.2a or b is based upon the expected birth, adoption, or placement of a child, the eligible teacher will provide the Superintendent at least sixty (60) days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances such notice is not practicable, said teacher will provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph 6.11.2c or d is based upon illness or a serious health condition, the eligible teacher will make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible teacher will provide the Superintendent at least sixty (60) days' written notice before the date the leave is to begin. Where due to unforeseen circumstances such notice is not practicable, the teacher will provide as early a notice as practicable.

6.11.5 End of Academic Term. If an eligible teacher begins leave:

- a. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and
- c. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

6.11.6 Repealer. In the event the Family and Medical Leave Act is repealed, then this Section of this Article will, as of the date of repeal, no longer be in force and effect.

ARTICLE VII FRINGE BENEFITS

7.1 Medical Insurance. The teacher will contribute 20% of single HMO insurance premiums or 25% of single PPO insurance premiums under the District's Hospital, Surgical, and Major Medical Plan(s) with the Board paying the remainder.

For those electing family coverage under the District's Hospital, Surgical, and Major Medical Plan(s), the teacher will contribute 25% of family HMO insurance premiums or 28% of family PPO insurance premiums with the Board paying the remainder.

7.2 Life Insurance. The Board will provide group term life insurance in the amount of ten thousand dollars (\$10,000) or in the amount of the teacher's annual salary (to the nearest thousand), whichever is greater. An enrollment card must be completed by each teacher naming a beneficiary.

7.3 Long-Term Disability. The Board will provide a disability or income continuation program devised to pick up where sick leave benefits leave off and to supplement the disability benefits of the Teacher Retirement System. This plan will pay in conjunction with the TRS disability program up to seventy percent (70%) of salary after disability has lasted sixty (60) calendar days. An enrollment card must be completed by each teacher.

7.4 Personal Effects Insurance Coverage. The Board of Education will provide coverage in an amount not to exceed five hundred dollars (\$500.00) on property owned by any one (1) teacher of the Insured while contained in buildings owned and occupied by the District. This coverage is for the perils of "all risks" with specific exclusions. Basically, the coverage is Fire and Windstorm but does not include Theft or Mysterious Disappearance.

7.5 Dental Insurance. The Board will contribute up to three hundred fifty seven dollars and fifty-one cents (\$357.51) per teacher toward the cost of single coverage under the District's group Dental Plan. Teachers will pay the full cost of dependent coverage under the District's group Dental Plan.

7.6 Insurance Selection. The Board will have the right to select and change the health/dental insurance carrier(s) or plan(s) or to provide health/dental insurance through a self-insurance plan provided the benefits remain substantially the same. Prior to any change in the provider(s) or the plan(s), the Association will be afforded a reasonable opportunity to review the proposed change(s) and to make recommendations. No change(s) to the plan(s) will be made during the life of this Agreement without the approval of the Association, provided, however, that the Association will not unreasonably withhold its approval.

7.7 Mileage. The Board will reimburse teachers for travel for approved District-related business. The reimbursement amount will be equal to the applicable Internal Revenue Service Business mileage rate on the date the travel occurs.

7.8 Other.

7.8.1 Tax Sheltered Annuities. Teachers may elect and designate a portion of their annual salary to be contributed by the District to a 403(b) tax-sheltered annuity plan or 457(b) Deferred Compensation Plan selected by the teacher and accepted by the District.

7.8.2 Credit Union. Upon written request from a teacher, the District will, by payroll deduction, withhold a portion of a teacher's salary and remit it to the Credit Union on behalf of the teacher. The Credit Union is operated and controlled by a private financial cooperative and the Board has no responsibility whatsoever for the operation or integrity of the Credit Union.

7.9 Tuition Reimbursement. The Board will reimburse full-time teachers for one-half (1/2) of the cost of tuition and laboratory fees for courses approved in advance. A Request for Course Approval form must be completed and sent to the Superintendent. Any course taken must be applicable to the teacher's role with the District unless it is a course that is part of an approved course of study in the pursuit of a Masters Degree. Reimbursement will not exceed one thousand seven hundred dollars (\$1,700.00) for courses which are part of a Masters Degree

program, or one thousand two hundred dollars (\$1,200.00) for other college courses. Reimbursement will be made only for courses satisfactorily completed with a grade of "C" or better. To be eligible for reimbursement, a teacher must be employed in the District the school year following the school year or summer that the courses were taken. In the event tuition payments are made to a teacher who is not employed the following school year, the tuition payments will be deducted from the final paycheck. In the event that a teacher is on a Board-granted leave in the year following the year in which courses were taken, the tuition payments will be deducted from the final paycheck, but such sum will be reimbursed within a two (2)-month period of the time that the teacher returns from the granted leave. Teachers may obtain tuition reimbursement after successfully registering and paying for their courses. The teacher will complete the Reimbursement Section of the Request for Course Approval form and submit it to the Superintendent's office along with proof of registration and proof of payment. Lack of successful completion of the courses taken requires repayment of any tuition monies paid prior to the course completion.

7.10 Retirement Incentive Program. A retirement program will be available to teachers. In order to qualify, a teacher must be fifty-six (56) years of age or older. Teachers who are fifty-five (55) years old will also be allowed to participate if they are not electing to retire under the Early Retirement Option (ERO) or the Adjustable Early Retirement Option (AERO) of the Downstate Teachers' Retirement System. All participating teachers must have at least fifteen (15) years of full-time employment in the District on the last day of the retirement year.

OPTION 1

This Option 1 will not be available to those teachers who elect the Early Retirement Option (ERO) of the Downstate Teachers' Retirement System.

If written notice of intent to retire is provided to the Superintendent on or before October 1 of the year prior to the final year of employment, qualified teachers will receive a twelve thousand dollar (\$12,000.00) incentive payable in one of the following ways: (1) the teacher may elect to have the twelve thousand dollar (\$12,000.00) incentive retained by the District and available to the teacher for reimbursement of insurance premium payments for the teacher after his/her retirement so long as the teacher is enrolled in the TRS health insurance plan, or (2) the teacher may elect to receive a twelve thousand dollar (\$12,000.00) payment not added to the teacher's final salary and payable after the teacher's last regularly-scheduled paycheck for the teacher's final year of employment.

OPTION 2

This Option 2 will be available to teachers who elect to participate in the TRS ERO or AERO (effective beginning June 1, 2005) program as well as to those who do not.

If written notice of intent to retire is provided to the Superintendent on or before January 15 of the final year of employment, qualified teachers will receive a six thousand dollar (\$6,000.00) incentive payable in one of the following ways: (1) the teacher may elect to receive a six thousand dollar (\$6,000.00) payment not added to the teacher's final salary and payable after the teacher's last regularly scheduled paycheck, or (2) the teacher may elect to receive six thousand dollars (\$6,000.00) paid by the Board toward the cost of the individual health insurance in the TRS health insurance plan.

The number of teachers electing retirement under the Early Retirement Option (ERO) or the Adjustable Early Retirement Option (AERO) of the Downstate Teachers' Retirement System who may receive the retirement incentive set forth in Option 2 above may, at the option of the Board, be limited to a maximum of six (6) at the end of the school year, with the right to participate to be allocated among those applying on the basis of District seniority as defined in Section 5.1 of this Agreement. There is no limitation on the number of teachers who may elect to participate in this Retirement Incentive Program if said teachers are not retiring under the Early Retirement Option (ERO) or the Adjustable Early Retirement Option (AERO) of the Downstate Teachers' Retirement System.

It is understood that the payments set forth above will be subject to all legally required withholdings (taxes, TRS, etc.).

7.11 Salary Reduction. The Board will take such action as is necessary to allow for the payment of teacher contributions toward health and dental insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as such is permitted by applicable law.

7.12 Medical Reimbursement Account. The Board shall establish a medical reimbursement account funded by salary reduction which shall be effective January 1, 2000, with Board payment of all administrative costs related thereto.

ARTICLE VIII COMPENSATION

8.1 Salary Schedules. The salary schedules for the 2023-2024, 2024-2025 and 2025-2026 school years are set forth in Appendix A of this Agreement. Teachers on a step higher than Step 23 will receive a 5.0% increase in his or her base salary for the 2023-2024 school year, a 5.0% increase in his or her base salary for 2024-2025 school year and a 5.0% increase in his or her base salary for the 2025-2026 school year.

For purposes of initial placement on the salary schedule, teachers with experience outside District 162 will be granted credit for up to fifteen (15) years previous experience credit for elementary and secondary teaching experience gained while holding a valid teaching certificate.

Retired teachers who were not previously employed in School District 162 shall be placed on the salary schedule in accordance with the above paragraph.

In the case of all teachers who have retired from School District 162 and are subsequently reemployed on a part-time basis, salary schedule placement will include year-to-year credit for the first fifteen (15) years of previous employment in District 162 and one (1) additional year of credit for each two (2) years of employment in District 162 beyond fifteen (15) years, to a maximum of twenty (20) years of credit of previous employment in District 162. Retired teachers, who work the maximum allowed number of days in the prior year as allowed by the Illinois Teachers' Retirement System, will receive an increase that is 1% less than the teachers on the salary schedule.

8.1.1 Ten (10) - or Twelve (12)-Month Pay. Teachers may elect to receive their salary on either a ten (10)-month or a twelve (12)-month basis. Teachers will be paid twice a month with pay dates to be evenly distributed within the month.

8.1.2 Direct Deposit. Teachers will have the option at the commencement of the school year or upon employment to receive their salary either through issuance of pay checks or through direct deposit to a financial institution of the teacher's choice provided the financial institution agrees.

8.1.3 Vertical Advancement on Salary Schedule. A teacher will advance one (1) full step on the salary schedule for each year in which the teacher has completed at least one hundred twenty (120) days of active service; a teacher who has completed fewer than one hundred twenty (120) days will remain at his or her current step the following year. For the purpose of this Section, any day(s) when a teacher is absent without being paid will not be considered to be "days of active service completed." Except as provided in Section 8.1.4 below, vertical advancement is limited to one (1) step in any school year.

8.1.4 Remediation Status. Any teacher who receives an unsatisfactory rating pursuant to the District's evaluation plan and is, therefore, given a formal remediation plan will receive no increase in salary during the period of remediation. Rather, the teacher's salary will be maintained at the amount being paid at the time of the unsatisfactory rating. If the teacher completes the remediation plan with a satisfactory or better rating, then the teacher will, effective as of the first day of the first regular pay period beginning after such satisfactory completion, be advanced to and thereafter receive the salary the teacher would have been receiving had no remediation plan been issued.

8.1.5 TRS Contributions. The Board will pick up and pay to the Illinois Teachers' Retirement System (TRS) nine percent (9.0%) of the teacher's base salary. The salary amounts shown on the salary schedule in Appendix A will represent the combination of all regular salary schedule benefits payable to each teacher and all amounts picked up and paid to the TRS by the Board with regard to the appropriate salary schedule amounts for each teacher.

8.1.7 Limitation on TRS Creditable Compensation. The purpose of the Section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This Section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five (5) years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this School District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this School District including, but not limited to:

- vertical and horizontal salary schedule movement;
- stipends;
- salary increases;
- extra duties;
- changes in position; or
- Section 125 plan or flex plan benefits or contributions;

shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District- or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board- or District-paid penalty or fee to TRS decreased, then the maximum of the teacher's creditable TRS earnings from employment in this School District shall similarly decrease so as to avoid any Board- or District-paid penalty or fee. Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than six percent (6%), or any such lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

8.2 Summer School Salary. The regular school summer program staff hours will not exceed 110 hours, including required staff meetings and trainings. The salary will be three thousand seven hundred dollars (\$3,700.00). If a program is required to have a shorter or longer than 110 hour duration, the per diem rate will be based upon the above-stipulated amount. Administration will make every effort to keep the summer school program length to 20 days, when possible.

The implementation of summer programs is based upon funds being available to the District.

Teachers of self-supported summer enrichment programs, initiated by teachers and approved by the Superintendent, will be paid at a rate determined by the teacher sponsoring the program and approved by the Superintendent and Association President. These summer programs must have sufficient enrollment to cover all costs to the District.

8.3 Extended Service Pay. Compensation for extended service activities, when conducted, will be according to the provisions of Appendix B to this Agreement.

8.4 Internal Substitution. The administration will make every reasonable effort to secure a substitute teacher when a teacher is absent. If a substitute teacher is not available, either in the middle school or elementary buildings, any teacher who accepts a class which requires the forfeiture of his/her preparation period will be compensated at the proportionate share of thirty-seven (\$37.00) per period. If no teacher agrees to accept the assignment voluntarily, then the administration may assign a teacher(s) to do so on a rotating basis. Every attempt will be made to give teachers as much notice as possible when they are to be assigned to internal substitution.

8.5 Additional Teaching Period. During the school year opportunities for additional teaching periods must be posted in each building at least ten (10) days before the opening needs to be filled. Teachers must apply for those openings in a timely manner. If openings occur when school is not in session, qualified teachers will be e-mailed about the openings or notified by telephone. Qualified teachers within the school will be considered for an additional teaching period in order of seniority in that particular subject area. No teacher will be involuntarily assigned to teach another period in lieu of his/her planning period. The salary will be 23.5% of the teacher's base pay per ninety (90) minutes of additional teaching block every day. If anyone teaches less than ninety (90) additional minutes per day, his/her salary will be adjusted accordingly. Every effort will be made however to avoid the need to have teachers teach an extra period.

ARTICLE IX PROFESSIONAL GROWTH

9.1 Grandfather Clause. The terms of this Article IX regarding professional growth credit for opportunities other than college courses will apply only to teachers employed before or during the 1995-1996 school year. For those teachers only, any professional growth compensation earned prior to October 1, 1997, will continue to be paid to the teacher.

9.2 General. The professional growth program recognizes professional growth through both formal college credits and opportunities other than college courses. In-service training is a program designed and administered by the District. Attendance at these sessions will constitute a minimum base of professional growth for each of the certified personnel in the District. Attendance beyond the regular teacher workday is, however, voluntary and without compensation other than professional growth.

9.2.1 Increment for College Credit. The increment for credits earned from an accredited institute of higher education will be thirty dollars (\$30.00) per semester hour, effective September 1, 2008. (The fifteen dollars (\$15.00), twenty dollars (\$20.00), and twenty-five dollars (\$25.00) per semester hour will remain in effect for all professional growth approved prior to September 1, 2008.) Effective September 1, 2008, the increment for semester hour credits in an approved Masters Program will be forty dollars (\$40.00) per semester hour (the thirty-five dollars (\$35.00) per semester hour will remain in effect for all approved Masters Programs prior to September 1, 2008). Effective July 1, 1999, the Board shall pay an increment of thirty-five dollars (\$35.00) for semester hours earned subsequent to earning a Masters degree; this increment will not be retroactive. Courses used for increments must be approved by the Superintendent. Increments beyond the MA lane will not be given for those courses that were taken to obtain the MA.

9.2.2 Activities Other Than Formal College Courses. To encourage additional professional growth and development, the District recognizes certain activities relevant to the teacher's duties with the District conducted outside the regular teacher workday. Such additional activities may include educational workshops, conferences, or seminars which produce new learning that is related to the applicant's position and can be applied to the delivery of educational services to District students.

- a. Application. Application for professional growth credit for such activities is made with the Professional Growth Committee. The Committee then recommends acceptance or non-acceptance for credit as a qualified professional growth activity.

- b. Activity Approval. All professional growth activities for which credit is sought require final approval of the Superintendent after receiving the non-binding recommendation of the Professional Growth Committee.
- c. District-Paid Expenses. Where the District provides any part of any conference expense, professional growth is not allowable unless the conference or workshop is sponsored by the District during non-school hours and posted as approved for professional growth. Activities for which a certified teacher receives pay will not be considered for credit under this Section.
- d. Descriptive Material. The Professional Growth Committee will meet in October and March to review applications for professional growth credit. Material describing and verifying professional growth activities must be presented to the Committee no later than October 1 for review in October and no later than March 1 for review in March.
- e. Professional Growth Committee. The Professional Growth Committee is composed of one (1) classroom teacher from each building, one (1) administrator, one (1) specialist, and the Superintendent.

9.3 Compensation Formula. Properly approved and accepted professional growth activities will be compensated under the following formula:

15 hours of participation = 1 credit

1 credit = \$25.00 per credit after September 1, 1987, with \$15.00 and \$20.00 per credit prior to September 1, 1987.

Compensation for professional growth will be made in one (1) lump sum payment in November or April. Subsequent payment will be incorporated in the annual gross salary of the following years.

ARTICLE X GRIEVANCE PROCEDURE

10.1 Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may, from time to time, arise.

10.2 Definitions.

10.2.1 Grievance. A grievance is an allegation by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or of any established policy, rule, or regulation of the Board of Education and/or the administration of the District.

10.2.2 Grievant. The Grievant is the person or persons making the allegation.

10.2.3 Days. When used herein day(s) mean school days except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limits will consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible.

10.3 Statement of Basic Principles.

10.3.1 Nothing contained herein will be construed as limiting the right of any teacher having a complaint or grievance to discuss the matter with his/her supervisor and/or principal and having the complaint or grievance adjusted without the intervention of the Association.

10.3.2 Any grievant may be accompanied at any step of the procedure by a representative of his/her choosing who is a teacher in the District. Such representative may be a member of the Association and may participate in the procedure. Either party with two (2) days' prior notification may be accompanied at levels three (3) and four (4) (as later defined) by counsel. If one party gives notice that counsel will be present, the other party may bring counsel without notification.

10.3.3 When a grievant is not represented by the Association, the Association will reserve the right to have its representative present to state its view at levels 3 or 4 of the grievance procedure.

10.3.4 The failure of a grievant to act on any grievance within the prescribed time limits will prohibit any further appeal, and an administrator's failure to give a decision within the time limits will permit the grievant to proceed immediately to the next step.

10.3.5 In all cases, time limits may be extended by written mutual agreement.

10.4 Procedures.

10.4.1 Level One. (Principal or Immediate Supervisor)—If the complaint cannot be resolved informally, the grievant will file the grievance in writing with his/her supervisor and, at a mutually-agreeable time, will discuss the matter with that supervisor. The written grievance should state the nature of the grievance, should note the specific portion of the agreement, policy, or rules or regulations allegedly violated, and should state the remedy requested. The filing of the grievance at the first level must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or supervisor will convey his/her decision in writing within five (5) days, to the grievant and the Superintendent. Such answer will contain reasons upon which the decision is based.

10.4.2 Level Two (Superintendent)—If the grievance is not resolved satisfactorily by the procedures outlined in the previous step, the grievant may file copies of the accumulated written information on the grievance with the Superintendent within five (5) days of the receipt of the Level One decision. Within five (5) days of receipt of this material, the Superintendent will arrange a meeting to discuss the grievance. If the grievance is not resolved within five (5) days after this meeting, the Superintendent will provide a written decision to the grievant, the principal or immediate supervisor, and the Board of Education within ten (10) days after the first meeting. Such answer will contain reasons upon which the decision is based.

10.4.3 Level Three (Board of Education)—If the grievance is not resolved satisfactorily by the procedures outlined in Level Two, the grievant will file the accumulated written material with the Board of Education within five (5) days following the Superintendent's written decision. The Board must meet at the request of the grievant to discuss the grievance; such meeting will be held no later than the next regularly scheduled Board meeting. The Board must file an answer within twenty (20) days after the hearing and communicate such answer in writing to the grievant, the Superintendent, and the principal or immediate supervisor. Such answer will contain reasons upon which the decision is based.

10.4.4 Level Four (Binding Arbitration)—In the event the grievant is not satisfied with the disposition of his/her grievance at Level Three, the Association may submit the grievance to binding arbitration within ten (10) school days after receipt of the Board's decision. The parties will attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10)-day period, the parties will request an arbitrator from the American Arbitration Association. The selection of the Arbitrator will follow the standard operating procedures set forth by the American Arbitration Association.

The arbitrator will not be permitted to consider any grounds or evidence asserted by the Board or the grievant not previously disclosed to the other party. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. He/she will consider and decide only the specific issues submitted to him/her in writing and will have no authority to make any decision or recommendation on any other issue not so submitted to him/her.

The fee of the arbitrator, and that of a Court reporter if requested by the arbitrator, will be divided equally between the Board and the Association. All other expenses will be borne by the party incurring them.

10.5 Other.

10.5.1 No reprisals of any kind will be taken by the Board or the administration against a teacher because of the teacher's participation in the grievance procedure.

10.5.2 Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, those whose presence is required will be excused, with pay, for that purpose.

10.5.3 A grievance may be withdrawn at any level at the sole discretion of the grievant.

10.5.4 If the grievant and the Superintendent agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level.

10.5.5 If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

10.5.6 Nothing in this Agreement will prohibit a consolidation of like grievances by mutual consent of the Superintendent and the Association.

ARTICLE XI
MISCELLANEOUS

11.1 Separability. If any provision of the Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to State or Federal law by a court of competent jurisdiction, then such provisions or applications will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Both parties agree to consider solutions to mutually agreed upon serious problems not covered by the grievance procedure which might arise during the term of the Agreement. Meetings will be held when requested by the Association or the Board with reasonable written notice stating the item or items to be discussed.

11.2 Entire Understanding Clause. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the teachers covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the School Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

11.3 Duration. This Agreement will be in effect from July 1, 2016, and will expire June 30, 2017.

11.4 No Strike Clause. Neither the Association nor any of its members nor its agents nor any teacher, for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, sympathy strike, or picketing in any manner which would disrupt the operation of the District or any other activity which interferes with the work and statutory functions or obligations of the Board.

APPENDIX A **SALARY** **2023-2026**

APPENDIX A
2023-2024 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$46,979	\$51,656
2	\$48,348	\$53,161
3	\$49,179	\$54,075
4	\$50,144	\$55,135
5	\$51,127	\$56,216
6	\$51,756	\$56,907
7	\$52,646	\$57,885
8	\$53,290	\$58,594
9	\$54,156	\$59,547
10	\$54,936	\$60,405
11	\$55,729	\$61,276
12	\$56,531	\$62,160
13	\$58,492	\$64,315
14	\$59,071	\$64,951
15	\$60,219	\$66,214
16	\$61,388	\$67,499
17	\$62,931	\$69,197
18	\$65,071	\$71,526
19	\$67,284	\$73,933
20	\$69,573	\$76,420
21	\$71,938	\$78,991
22	\$74,383	\$81,649
23	\$76,913	\$84,399

Includes the 9.0% portion of the TRS payment to the Teacher Retirement System.

Up to fifteen (15) years previous credited experience allowed, if applicable.

Each teacher who is repeating the maximum step or is off the salary schedule will receive a 5% increase over his/her 2022-2023 salary.

**APPENDIX A
SALARY
2023-2026
(continued)**

APPENDIX A
2024-2025 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$ 48,389	\$53,206
2	\$ 49,798	\$54,755
3	\$ 51,249	\$56,350
4	\$ 52,130	\$57,319
5	\$ 53,152	\$58,443
6	\$ 54,194	\$59,589
7	\$ 54,861	\$60,321
8	\$ 55,804	\$61,358
9	\$ 56,487	\$62,110
10	\$ 57,406	\$63,120
11	\$ 58,232	\$64,029
12	\$ 59,072	\$64,953
13	\$ 59,923	\$65,890
14	\$ 62,002	\$68,174
15	\$ 62,616	\$68,848
16	\$ 63,832	\$70,186
17	\$ 65,071	\$71,549
18	\$ 66,707	\$73,349
19	\$ 68,975	\$75,818
20	\$ 71,321	\$78,369
21	\$ 73,747	\$81,005
22	\$ 76,254	\$83,731
23	\$ 78,846	\$86,548

Includes the 9.0% portion of the TRS payment to the Teacher Retirement System.

Up to fifteen (15) years previous credited experience allowed, if applicable.

Each teacher who is repeating the maximum step or is off the salary schedule will receive a 5% increase over his/her 2023-2024 salary.

**APPENDIX A
SALARY
2023-2026
(continued)**

APPENDIX A
2025-2026 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$49,841	\$54,802
2	\$51,292	\$56,398
3	\$52,786	\$58,041
4	\$54,324	\$59,731
5	\$55,258	\$60,759
6	\$56,341	\$61,950
7	\$57,446	\$63,165
8	\$58,153	\$63,941
9	\$59,153	\$65,039
10	\$59,877	\$65,837
11	\$60,850	\$66,907
12	\$61,726	\$67,871
13	\$62,617	\$68,850
14	\$63,518	\$69,843
15	\$65,722	\$72,264
16	\$66,373	\$72,979
17	\$67,662	\$74,398
18	\$68,975	\$75,842
19	\$70,710	\$77,749
20	\$73,114	\$80,367
21	\$75,600	\$83,071
22	\$78,172	\$85,865
23	\$80,829	\$88,754

Includes the 9.0% portion of the TRS payment to the Teacher Retirement System.

Up to fifteen (15) years previous credited experience allowed, if applicable.

Each teacher who is repeating the maximum step or is off the salary schedule will receive a 5% increase over his/her 2024-2025 salary.

APPENDIX B
EXTENDED SERVICE POSITIONS
2023-2026

1. Available Extended Service positions, with stipends and anticipated hours, will be posted and given to all staff by May 25 of each school year. Staff may then submit written application for positions to the principal of the building(s) where the Extended Service will take place. Applications need to be submitted by June 1 to be approved prior to the beginning of the next school year.
2. When, by June 1, there are one or more qualified applicants, principals will make recommendations to fill the position in time for approval at the June School Board meeting. All applicants will then be notified of approval or non-selection.
3. When there are two or more qualified applicants for a position, preference will be given to School District staff and then, if necessary, to persons not employed by the District.
4. When two or more qualified teachers apply for a position, preference will be given to anyone currently holding the position, provided that person has received a satisfactory or excellent evaluation. A Grade Level Coordinator must teach specified grade level.
5. Administration may, if asked, recommend approval of two (2) persons sharing one (1) Extended Service position. In such a case, the stipend will be split.
6. Anyone approved for an Extended Service position who is not a member of the bargaining unit is expected to meet the responsibilities of the job description and conform to the standards of performance and evaluation equal to those expected of bargaining unit members.
7. Self-evaluations for Extended Service positions must be turned in to the principals by May 1. Exception: Track coaches turn in evaluations by May 15. Evaluations will include any recommendations for change in job description or anticipated hours.
8. Principals will review/modify each self-evaluation, assign a rating, and meet with each person to discuss evaluation and any suggested changes.
9. A committee consisting of two (2) MEA members and two (2) persons designated by the Superintendent will meet as necessary to review job descriptions and stipends.
10. During the life of this contract, the Superintendent may add or eliminate positions as need dictates. Stipends for new positions will be negotiated before the position is filled. Stipends may be renegotiated as the duties of a position change.
11. Any person who is unable to fulfill his/her commitment to an Extended Service position must submit a written resignation to the Superintendent, with a copy to the building principal(s). The Superintendent or Superintendent's designee may reassign Extended Service positions to another staff member at any time due to planned or unplanned extended absence(s), inability to fulfill the responsibilities of the position or poor performance.

APPENDIX B
EXTENDED SERVICE
2023-2026
(Continued)

The stipend is twenty-two dollars (\$22.00) per hour except as indicated below under other activities. For positions and anticipated hours, see the Extended Service Manual.

OTHER ACTIVITIES

Curriculum Writing	\$24/hour
Participation Stipend (for pre-approved work such as committees, District workshops, elementary team meetings, team planning, Rainbows, Student Intervention Team)	\$25/hour
Internal Substitution	\$37/period
Tutoring	\$25/hour
Bus Supervision	\$25/Route
Intramurals and Other Building-Based Activities	\$16/hour
Conference Scorekeepers/Timers	\$17/game
In-District Presenter	\$100/hour first presentation and subsequent times \$75/hour
Lunch Supervision/Tutoring	\$25/period
Summer Diagnostics	\$40/hour

PER DIEM COMPENSATION

Per diem compensation is based on one hundred eighty one (181) days which includes one hundred seventy four (174) pupil attendance days, four (4) Institute Days, and three (3) parent/conference days.

APPENDIX C SENIORITY LIST PROCEDURES

The following is a summary of agreed upon procedures for maintaining the seniority list for Matteson School District 162.

1. Seniority is defined by Illinois statute as years of continuous service. If you were employed by the District, terminated employment, and then were rehired we must use the most recent hire date for seniority purposes.
2. Time on unpaid leave does not constitute a break in employment. It is applied toward longevity but does not earn time toward seniority. Time spent on paid leave (sick days, etc.) is not subtracted from seniority years.
3. Disability leave does not count toward seniority, but it is not considered a break in employment.
4. Length of continuous service is reported in terms of years and months. A month is considered twenty (20) days. Seniority credit for staff with less than the scheduled number of days for any given year is determined as follows:

$$\frac{\text{Days Paid}}{20} \quad (\text{Rounded} = \text{Months of Service})$$

5. Part-time staff seniority is calculated using the following formula:

Teachers are considered ten (10)-month employees.
If they worked half-time, it is considered fifty percent (50%).
Fifty percent (50%) of ten (10) months = five (5) months credit toward seniority.
Sixty percent (60%) time = six (6) months credit, etc.
6. If a teacher was employed without a written contract (example: substitutes) prior to being contractually employed, that time does not apply toward seniority.
7. All figures for the actual number of days worked were taken from the Teachers' Retirement System reports for the school year 1977-1978 and after. Service prior to the 1977-1978 school year was determined by using information contained in personnel files and District attendance records.

APPENDIX D

MATTESON SCHOOL DISTRICT NO. 162
4601 Sauk Trail
Richton Park, Illinois 60471

TEACHER'S CONTRACT

The Board of Education of School District No. 162, Cook County, Illinois, (hereinafter called the "Board") hereby employs TEACHER NAME (Hereinafter called the "Teacher") as a teacher in the schools of said District and the Teacher hereby accepts such employment. It is mutually agreed that such employment is subject to the following conditions and undertakings:

1. The Teacher shall teach such grades and subjects and in such buildings as the Board, acting through its Superintendent, may direct. The employment hereunder shall be for the school term commencing START DATE and will be considered a continuing contract unless legal notice is given in writing by the Board at least 60 days before the end of the school term.

2. The Teacher shall keep such registers and other records and make such reports as are now or hereafter required by state law or by the Board.

3. The Board shall determine the length of the school term for each school year, the date when the school term shall begin, the date when the school term shall end, the hours during which school shall be in session, institute days, and all vacation periods and school holidays other than those prescribed by law, and shall have the right to modify, from time to time, its determination of such matters. The Board shall give the Teacher at least ten days notice of the beginning of the school term.

4. The Teacher's salary for the term of this contract shall be SALARY payable in checks proportioned throughout the year. The Board shall issue payment of such salary, less such deductions and adjustments as may be required by law and less a pro rata deduction for all absences from duty while school is in session except as otherwise provided in the lawful rules, regulations, or orders of the Board.

5. The Teacher shall conform to and comply with all lawful rules, regulations, and orders heretofore or hereafter adopted by the Board. The Board shall notify the Teacher of all rules, regulations, and orders hereafter adopted, and of all amendments of its rules, regulations, and orders, promptly upon their adoption.

6. The matter of sick leave and deductions for absence shall be in accordance with state laws and with the rules or regulations of the Board.

7. The length of continuous absence on account of illness which shall constitute permanent incapacity to teach and shall automatically terminate the contract shall be as provided in the rules and regulations of the Board.

8. The Board may adopt and modify rules or regulations establishing standards of health, physical fitness, personality, character, education, and skill for teachers in its employ. Such regulations are for the guidance of teachers and shall not be considered all-inclusive or as an abdication by the Board of its right to dismiss any teacher, in the manner provided by law, whenever in the opinion of the Board the interests of its schools require such dismissal, regardless of whether the specific ground of dismissal is covered by any rule or regulation.

9. The Teacher shall furnish, if requested and required by the Board, a certificate signed by a physician approved by the Board, giving such information concerning the medical history, health, and fitness of the Teacher as the Board may prescribe. Compliance with 105 ILCS 5/24-5 (the law requiring a screening for Tuberculous) is mandatory.

10. The Board reserves the right to repeal or change any rule, regulation, or order which it has adopted or may hereafter adopt.

11. Any leave of absence which the Board may grant with the consent of the Teacher shall not have the effect of terminating this contract.

12. This contract is subject to all laws of the State of Illinois now or hereafter in force and may also be terminated by either party hereto in the manner provided by law, or in the event that the certificate of the Teacher to teach shall be revoked or because of the failure of the Teacher to conform to and comply with any lawful rule, regulation, or order heretofore, or hereafter adopted or amended by the Board. After termination or dismissal, the Teacher shall not be entitled to any compensation hereunder.

13. In the event the Teacher resigns during the school term, or less than 30 calendar days before the beginning of the school term, without obtaining the agreement of the Board, the Teacher shall pay the Board four percent (4%) of his/her annual salary as liquidated damages. Provision has been made herein for liquidated damages because, in the event of such a resignation, the damages suffered by the Board, including but not limited to the costs of a substitute, the costs of locating a new teacher, and the loss of continuity in the instruction of students, are substantial but are difficult to ascertain. The Board may retain any compensation which might otherwise be due the Teacher as a set-off to said liquidated damages or to any other loss, including but not limited to, attorneys' fees suffered by the District in connection with the resignation. The Teacher does hereby authorize and consent to any deduction made pursuant to this paragraph. The Board's exercise of its remedies under this paragraph do not preclude the exercise of any other legal remedies otherwise available to the Board.

14. A teacher who has entered into contractual continued service may resign at any time by obtaining concurrence of the Board or by serving at least 30 days' written notice upon the secretary of the Board. However, no teacher may resign during the school term, without the concurrence of the board, in order to accept another teaching assignment. Any teacher terminating said service not in accordance with this Section is guilty of unprofessional conduct and liable to suspension of certificate for a period not to exceed 1 year.

IN WITNESS THEREOF the Board has caused this contract to be executed by its President and Secretary and the Teacher has executed this contract this ____ day of ____, 202__.

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 162

President

Secretary

Teacher

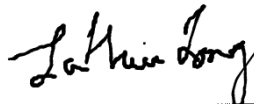
Date

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF SCHOOL DISTRICT 162
COOK COUNTY, ILLINOIS
AND THE MATTESON EDUCATION ASSOCIATION

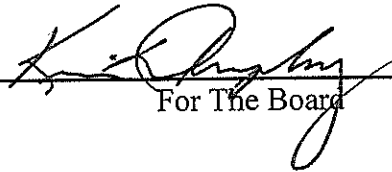
JULY 1, 2023 - JUNE 30, 2026



For MEA



For MEA



For The Board

4/18/23

Date

4/18/23

Date

4/18/23

Date