

PEMBROKE SCHOOL DISTRICT #259

**SCHOOL BOARD
AND
TEACHERS' UNION
AGREEMENT**

2021-2022

2022-2023

2023-2024

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ARTICLE I RECOGNITION

1.1. Recognition

The Board of Education, Pembroke Community Consolidated School District #259, Hopkins Park, Illinois hereinafter referred to as the Board, recognizes the Pembroke Council, Local #604, IFT-AFT, AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all regularly contracted licensed teaching personnel and permanent substitutes, with the exception of the Superintendent, Principals, Directors, and Dean of Students.

1.2. Terms of Agreement

The Board and the Union agree that the terms and conditions of this Agreement may be modified only through written mutual agreement of the parties.

ARTICLE II UNION AND TEACHER RIGHTS

2.1. Union's Rights to Information

The Union President will have access to the public domain of BoardDocs to view all School Board meeting agendas and minutes and will also have access to the District's website for all financial reports, policies, and handbooks.

- (a) The Union will be provided a copy of the most recent Scattergram with insurance coverage references as of January 20.
- (b) The Union President has the right to request hard copies of documents from the District Office at any time.
- (c) The Union may request to be placed on the agenda of the monthly School Improvement Day meeting at the discretion of the Principal.
- (d) The Union President shall be notified on the day prior to Special Board Meetings.

2.2. Use of School Equipment

The Union shall have the use of school facilities for conducting its business on the third Thursday of each month at 3:30p.m. during the course of the regular school year. The Union shall be provided with a bulletin board in the teachers' lounges to display information pertaining to Union activities and business. No person except a Union designee shall add or remove material from the Union's bulletin board. In addition, the Union officers shall have the right to use district equipment in the Principal's office such as telephones, faxes, copy machines, mail boxes (standard and electronic), audio-visual equipment etc. when not otherwise in use for the express purpose of conducting union and/or school district business as long as there is no disruption to a teacher's work duties.

2.3. Union Release Time

The Union President or designee shall have three (3) days released time each year without the loss

of pay to attend conventions, meetings, or workshops. The Union will reimburse the Board for the cost of a substitute, if needed.

2.4. Dues

(a) Dues Authorization

The Board will make Union Dues payroll deductions upon written request by the employee on the form provided by the Union. This form will be provided to the Board by the Union. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union for dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deduction, the Union will notify the employer after the close of the revocation window. This request must be made at least ten (10) calendar days prior to the first deduction.

The District agrees to remit these dues and/or fees to the Union each month that dues/fees are deducted. A list of all employees within the bargaining unit and any deductions that have been made and the amount of each deduction shall accompany each remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) working days.

(b) Indemnify and Hold Harmless

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, action complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

2.5. Copies of the Agreement

Each Teacher shall be provided with a copy of this Agreement. Each new Teacher covered by this Agreement shall receive a copy of this Agreement upon being hired. The contract will also be on the District website in an easy-to-find location. The cost of printing this Agreement shall be borne equally by the parties.

2.6. Fair Practices

In the application of the terms and conditions of this Agreement, neither the Board nor the Union shall discriminate against any Teacher on the basis of race, creed, color, national origin, sex, or membership in or association with the Pembroke Council of AFT Local #604, IFT-AFT, AFL-CIO, or any other professional organization.

**ARTICLE III
WORKING CONDITIONS**

3.1. School Year

The school year for all Teachers shall consist of one hundred seventy-six (176) pupil-attendance days and four (4) institute days.

3.2. Workday

The workday for teachers shall be seven and one-half (7 1/2) hours and the instructional day for teachers shall be seven and one-quarter (7 1/4) hours, inclusive of a duty-free lunch period of at least thirty (30) minutes. Teachers shall receive no less than 180 minutes of preparation time per week. One 45-minute period per week will be for administration-lead activities. The schedule of the Teachers' workday and the instructional day will be determined annually by the Administration.

Teachers are expected to be at their assigned duty or class on time. Unexcused tardiness may result in disciplinary action. However, before any disciplinary action is taken, the Teacher shall first be given a verbal warning. If unexcused tardiness continues, the Teacher will be given written notification that any further unexcused tardiness will result in disciplinary action.

3.3. Change in Assignments

Proposed changes in the assignment of a regular classroom teacher, with regard to subject matter taught or grade level for the coming school year, shall be announced prior to May 15. These assignments and all other assignments made prior to the commencement of the new school year are tentative because unforeseen circumstances may make changes necessary. When such changes become necessary, the Teacher will be consulted before changes become finalized.

3.4. Seniority

- (a) Seniority shall be defined as the length of a Teacher's continuous service within the District (any service prior to resignation will not be counted towards seniority). Said service shall be computed from the first day of employment within the District. The first day shall be defined as the day upon which duties are to begin under contract.
- (b) By January 20, the Board shall furnish the Union with a District seniority list.
- (c) In the event District seniority is equal, the following procedures are to be utilized in the following order:
 - (1) Earliest date of hire;
 - (2) Previous experience within the District;
 - (3) Horizontal position on the salary schedule (i.e., greater numbers of hours).

3.5. Posting of Vacancies

Notices for all new or vacant certified positions for professional employees shall be posted to the District's website as they become known or available.

- a) Positions will be held open for at least five (5) school days.
- b) Notification of all existing vacancies/positions will be sent to the Union President at the time the vacancies are posted.
- c) Notification of all existing vacancies/positions that occur over the summer will be sent through the District's email to each Employee.
- d) Applications shall be completed in accordance with current District practices and all interviews will be conducted by the appropriate supervisory personnel as determined by the Superintendent.
- e) All District Employees who have filled out an application shall be entitled to an interview provided they are qualified and certified for the vacancy/position.

3.6. Open House/Parent Teacher Conferences

All teachers shall be required to attend only one (1) Open House per year and two (2) scheduled district-wide parent teacher conferences.

3.7. Requested Parent Conferences

Teachers will make every attempt to schedule individual parental conference time during the Teacher's planning time and at a time convenient for the parent. In the event a parental conference cannot be scheduled during the Teacher's planning time, the Teacher, parent, and Principal will schedule a meeting at a mutually agreeable time which meeting may occur before or after school. To the extent an emergency does not exist, the Teacher will be notified of the conference in advance (24 hours at least) and the immediate supervisor or dean shall be present. Meetings should take place in an office or in the conference room.

3.8. Student Discipline

The adjustment of behavioral problems is the mutual responsibility of Teachers, building administrators, central administrators, and the School Board. Teachers shall have immediate recourse to building administrators and both shall expect the support of central administration and the Board of Education in each case, if such support is warranted by the facts of the particular case.

A discipline policy shall be mutually agreed upon by the Administration and Union. This policy shall then be recommended to the Board as the official Student Discipline Policy of District #259. The Parent and Student Handbook shall be used as a guide.

3.9-1 Teacher Transfer; Voluntary Requests

Requests for transfer initiated by the Teacher shall be made prior to March 15 of the spring semester with the reasons for such transfer stated clearly in writing. The Teacher shall submit the

request for transfer to the Principal of the building to which the Teacher is presently assigned. The Principal shall then submit the transfer request to the Superintendent. If administratively possible, the Superintendent will respond to the Teacher prior to May 15 of the spring semester.

3.9-2 Release and Recall Procedures and Placement in a “RIF” Situation

- a) When there is a reduction in the number of Employee assignments which results in the necessity of releasing and recalling employees, it shall be in accordance with the provisions of the Illinois School code and PERA/Senate Bill 7.
- b) Any recalled teacher who accepts a position shall lose no rights and shall regain all accumulated benefits accruing him/her at the time of his/her release.

3.10. Distribution of Supplementary Supply Funds and Curriculum Changes

- (a) Teachers shall receive notice when a curriculum committee is to be established. Teachers shall be directly involved in the selection of basic textbooks and supplementary materials to be recommended to the Board for adoption.
- (b) The committee will make recommendations to the Superintendent, and the Superintendent will make final recommendations to the Board concerning curriculum changes.
- (c) It shall be the responsibility of the Principal to involve the teaching staff in determining on the specific materials to be purchased for the building.
- (d) In the event that a majority of Teachers oppose a curriculum change that affects the entire teaching staff, the staff may present their objections to the Building Principal.

3.11. Use of Technology

All Teachers shall be trained and shall use technology in the classroom. The District shall provide adequate maintenance and service on classroom computers so as to keep them in operating conditions. The District shall provide for a computer technician so that Teachers have access to his/her expertise and training. In addition, the Teachers shall be given software so as to utilize the technology that computers provide.

3.12. Teacher Protection

Any case of battery upon a Teacher, while on duty with the school system, shall be reported to the Superintendent or his/her designee. The Superintendent shall, if necessary, advise the Teacher of rights and obligations with respect to such battery, and the Superintendent shall render assistance to the Teacher in connection with the handling of the incident by the appropriate authorities.

Any Teacher who shall be required to be absent from duties because of court proceedings or related investigations growing out of a suit against such Teacher for performance of duties while operating within Board Policy shall not suffer any loss of salary or sick days because of injury, court, etc.

3.13. Classroom Supplies

Teacher may use the \$200 stipend given for classroom supplies on or before January 15th of each school year with all receipts due at the time of the requested reimbursement.

3.14. Telephones

Understanding the importance of teacher-parent communication and other educationally related communications, the District shall provide up to two (2) telephones for Teachers to use to contact parents/guardians of students for classroom-related activities involving the parents'/guardians' student.

When using the District's telephones, Teachers must log all long-distance calls made at the Principal's office prior to making the call. The Principal will monitor all long-distance calls made for abuses.

3.15. Teacher Notification

Understanding the need for proper planning and scheduling of instructional time, Teachers shall be informed at least one (1) day in advance about special events or assemblies, except in the case of an emergency. Also, when administratively possible, Teachers will be notified one (1) day in advance of new student enrollment(s).

3.16. Lesson Plans

Teachers are committed to providing the best educational environment for the students of the District. As such, Teachers must prepare lesson plans to provide an instruction guide for student outcomes, activities, and student evaluation. Plans must be submitted electronically to the Principal or his/her designee. In addition, Teachers will develop an emergency lesson plan folder for at least two (2) days. The folder should be updated each quarter of the school year or after one day's plan has been used.

Teachers will submit weekly plans that are data-driven and aligned to the Common Core State Standards at least one week in advance. The Principal's office will provide the lesson plans, along with other pertinent information, to make the experience as smooth as possible for substitute teachers. Plans must be submitted electronically to the Principal or his/her designee.

3.17. Field Trips

All teachers shall attend and moderate field trips within the seven and one-half (7½) hour workday which involve their homeroom students, and the District shall work with the Teacher to adjust the Teacher's work day so that such attendance and moderation can be conducted. One Teacher will stay behind for every twenty (20) students who cannot attend the field trip. If a Teacher has a medical health condition preventing the Teacher from attending the field trip, the Teacher must deliver to the Principal a doctor's note excusing the Teacher from the field trip, and the Teacher will be on work duty and take on assignments assigned by the Principal. A Teacher shall not be required to attend field trips scheduled on non-student attendance days (e.g. Saturdays, Sundays, holidays, etc.). The Principal has the authority to set field trips that she/he believes benefits the students. Prior to the implementation of a field trip, district administration and Teacher(s) will meet to plan the field trip thirty (30) days in advance of the occurrence of the field trip. If the Administration or Teacher(s) have an opportunity to implement a field trip that would otherwise not be available to

the students, the thirty (30) days may be waived. The duration of a field trip (departure from school until return to school) shall occur within the regularly scheduled school day hours unless mutually agreed upon by the Administration and Union.

3.18. Extracurricular and Athletic Activities

The Administration has the discretion to establish, terminate, and/or reduce extra-curricular activities, athletic/sports, and the corresponding coaching and sponsorship positions that are in the best interest of the District and its financial condition. If a Teacher is assigned to an extracurricular activity or an athletic activity, the Teacher shall attend in a timely manner all extracurricular activities to fulfill all the duties of the extra-curricular or athletic position.

Teachers will be paid the non-instructional (see section 8.7) hourly rate for each hour worked when directly involved with the Extra-curricular and/or Athletic Activity. If the Teacher has four (4) or more unexcused absences for the assigned extracurricular or athletic activity, the Superintendent will terminate the Teacher from the extracurricular or athletic activity by giving the Teacher a written notice to that effect along with the reason for termination.

All Teachers are highly encouraged, but not required to attend all student activities. Teachers who volunteer to serve on the committee for banquets and graduations must attend such banquets and graduations.

3.19. Notice of Vacancies

Prior to filling positions on a permanent basis, the District shall notify the Union President and Teachers through the school email system of all vacancies for teaching during the school year and for summer school and for all extracurricular or athletic positions.

3.20. Outside Visitors

The Administration shall use its best effort to notify Teachers in a timely manner of all visitations from outside organizations.

3.21. Preparation Days

Each school year will begin with two (2) Institute Days before the students arrive. On the first day, the Administration will set the agenda for all but one hour; during this hour, the Teachers will be allowed to prepare their classrooms for the students' arrival. On the second day, the District will give the Teachers one-half of the institute day to decorate, organize, and take any other action necessary to prepare their classrooms prior to the attendance of students. Nothing would prevent any Teacher from entering the building the two weeks before the Institute Days to begin preparing his/her classroom.

3.22. Professional Dress

Employees of Pembroke District 259 shall dress in a manner that does not distract from the educational environment. Flip Flops, of the rubber sole design, are not considered professional attire. *Physical education professional educators may dress in active wear that is professional for their activities.

3.23. Swipe In/Swipe Out

All employees will be required to swipe in and out from work each day. There will be multiple access points (kiosks) throughout the District for employees to annotate their

beginning and ending time of work, as well as breaks that would cause an interruption to the employee's normal daily schedule. Each employee will have a work schedule assigned to them. The Swipe In/Swipe Out system will only annotate that the employee was present for work and on-time for the assigned day. Any and all over-time must be pre-approved by Administration in order to receive compensation.

ARTICLE IV EXTRA-DUTY ASSIGNMENTS

4.1. Substitution

All Teachers may be asked to serve as a substitute during their planning period on a voluntary basis after all certified personnel have been placed in classrooms. Teachers will be compensated at the non-instructional rate for each hour worked. Check Article VIII, Section 8.7. This will be pro-rated as to the amount of time each class is conducted, if the class happens to be less than one (1) hour. This shall also apply if a Teacher is asked to take another class, or part of another class, in addition to his/her assigned class.

4.2. Extra-Duty Pay Schedule

Compensation for extra-duty assignments shall be included in the first check of the month following the date of the extra-duty activity. (See Article VIII, 1.C.)

4.3. Routine Task-Reduction Plan

The Board of Education and staff at Pembroke School District #259 is cognizant of the value of protecting instructional time and reducing unnecessary routine tasks of the instructional staff. Efforts to meet this goal have been initiated and include the use of in-house computers for scheduling and grade reporting, restriction of classroom interruptions, and other efforts by staff and administrative personnel.

The staff and administration shall continue to initiate means whereby routine tasks performed by certified personnel may be reduced in the future. To this end, representatives from the Union will meet with the Administration as the need arises to discuss suggestions to reduce routine tasks or the interruptions that impact instructional time.

4.4. Athletic Director

The Athletic Director duties will include issues related only to the athletic teams. Clubs and other extra-curricular positions will be under the direction of the Principal or designee. This position will be appointed by and reports to the Superintendent and will be given to the most qualified applicant (is not required to be a Teacher). Compensation for this position will be announced annually by the Administration. In the event that there is a tie between the finalist for the position, and one is a Teacher, then the Teacher would receive preference for the position.

4.5. Extra-Curricular Pay

The extra-curricular pay schedule shall be in accordance with Section 8.7 of this Agreement.

Extra-curricular and athletic coaching and sponsorship stipend positions which the Board has decided not to fund with public monies can, during a specific school year, continue as a District extra-curricular activity and/or athletic sport for a specific school year on the express condition that private District residents/boosters of the specific activity or sport deposit all the funds necessary to fund the stipend salary for that activity, sponsor, and/or coach by June 1st of each year for Fall activities or sport, September 15th of each year for Winter activities or sport, and by January 15th each year for Spring activities or sport. In addition, coaches or sponsors for these activities shall be paid in accordance with Section 8.7 of this contract. If all such funds are not on deposit with the District by either the June 1st, September 15th, or January 15th dates respectfully, then the specific stipend position shall be terminated for that school year, and the extra-curricular activity and/or sport shall be cancelled for that respective semester or school year. No sum shall be due and owing to any employee or individual hired as a coach or sponsor for a cancelled activity or sport.

**ARTICLE V
PERSONNEL FILE**

5.1. Right to Review File

Each Teacher shall have the right, upon request, to review the contents of his/her personnel file during regular office hours. Such review shall take place in the presence of the Superintendent or designee.

5.2. Number of Files

There shall be only one (1) personnel file. Teachers shall be given copies of all evaluative materials in the Teacher's personnel file.

5.3. Professional Service

Materials relative to a Teacher's professional conduct and/or service may be included in the file, providing a copy is given to the Teacher. The Teacher is encouraged to sign all documents to be placed in his/her file to signify the Teacher has seen the document and may or may not agree with all of what the document says. The Teacher may respond in writing to any material in his/her file. The Teacher's response shall become part of the personnel file.

5.4. Procedure of Removal of Material from Personnel File

If a Teacher judges an item of evaluative nature (which has been placed in the personnel file) to be inaccurate, a conference with the Superintendent and/or Principal shall be held, and the Teacher shall have the right to union representation, if he/she so choose. Such material may be removed after the conference if said material is determined by the Superintendent to be inaccurate.

5.5. Teacher Evaluation

(a) Goal Conference

By the end of September, Administrators will have a Goal Conference with each Teacher in the District to discuss the following:

- (1) District Objectives;
 - (2) Administration of Goals and Objectives;
 - (3) Individual Goals and Objectives;
 - (4) Evaluation Process.
- (b) Evaluation Procedures
All evaluations will follow the State approved evaluating procedures. The evaluation instrument shall provide that the Teacher may be rated as either excellent, proficient, needs improvement, or unsatisfactory by Administrators who have been employed by the Board and who have the training and certification required by the Illinois State Board of Education to conduct teacher evaluations.
- (1) Pre-conference;
 - (2) Classroom Observation;
 - (3) Post-conference to discuss the classroom observation; the completed evaluation tool will be given to the Teacher at least the day before the post-conference.
- (c) Needs Improvement or Unsatisfactory Ratings
- (1) Needs Improvement: A professional development plan shall be completed as required by 105 ILCS 5/24 A-5(2)(h) for a Teacher who receives a rating of Needs Improvement in a formal summative evaluations.
 - (2) Remediation: A tenured Teacher who receives a rating of unsatisfactory in a formal summative evaluation shall follow the remediation procedure set forth in 105ILCS 5/24 A-5(2)(i).
- (d) The Appeal Process
Final responsibility for evaluation judgments shall rest with the evaluator. The evaluator's supervisor shall review each evaluation and indicate approval that the evaluation guidelines and procedures have been properly carried out to the best of his/her knowledge. The evaluation process is subject to be appealed to the Superintendent and the Union Representative only to the extent that the guidelines and procedures have not been followed.
- (e) Evaluation Calendar
- (1) By October 1 of each year, the Board and Union shall each appoint three (3) representatives each to a Joint RIF Committee as required by 105 ILCS 5/24-12(c). The Committee shall complete its deliberations by the following February 1st of

each school year and submit a report of the Committee's decision in writing to the Board and Union on or before February 1st.

- (2) All non-tenured Teachers shall be evaluated at least two (2) times each school year. All tenured teachers shall be evaluated at least one (1) time every two (2) years. All Teacher evaluations shall be conducted by Administrators qualified under the law at the time the evaluation is done to perform the evaluation.
- (3) The Administrator who conducted the formal summative evaluation of the Teacher shall within thirty (30) calendar days of completing this evaluation deliver a written copy of that written evaluation to the Teacher and shall schedule a conference with the Teacher within three (3) school days of completing this evaluation to discuss the formal summative evaluation with the Teacher. The Administrator who conducted the formal summative evaluation must furnish the Teacher with a copy of the written evaluation at least twenty-four (24) hours before the scheduled conference with the Teacher to review the formal summative evaluation. At the conclusion of the conference, the Teacher shall sign the document. The Teacher may include a written statement to be attached to the formal evaluation within fourteen (14) calendar days following the date of the conference. This evaluation and any statement written and submitted by the Teacher will be placed in the teacher's personnel file.

ARTICLE VI GRIEVANCE PROCEDURE

6.1. Definition

A grievance is a claim by the union, an employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

6.2. General Provisions

All time limits shall consist of school days, except that during the summer when school is not in session, time limits shall consist of all weekends.

Nothing contained herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

At the informal level, the Union President shall be notified in writing concerning the adjustment of the grievance.

Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

Any investigation, handling, or processing of any grievance by the grievant and administration shall

be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B, if mutually agreed upon by the employee and the Immediate Supervisor.

Class grievances involving one or more Teachers or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the Union at Step B.

Teachers shall have the rights to be represented by a Union representative or other representative of the Teacher's choice, if one is requested at all steps of the formal grievance procedure.

No reprisals shall be taken by the Board or the administration against a Teacher because of his/her participation in a grievance.

All records related to a grievance shall be filed separately from the personnel files of the Teachers.

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

If the Union or any employee files any claims or complaint in any form other than under the grievance procedure of this Agreement, the Board shall not be required to process the said claim or set of facts through the grievance procedure.

Conferences held under this procedure shall be considered at a time and place that will afford a reasonable opportunity for all persons, including representatives, to attend. With the Superintendent's approval, the grievant and/or other employees may be released from their regular assignment without loss of pay or benefits to attend the meetings specified in the Grievance Procedure Steps A through C.

6.3. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communication. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- (a) The grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance, or within twenty (20) days of the time the teacher should have reasonably become aware of such event, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a meeting to take place within ten (10) days of receipt of the written grievance. The supervisor shall provide a written answer to the grievance of the aggrieved teacher and Union President within ten (10) days after the meeting.
- (b) If the grievance is not resolved at Step A, the grievance may be referred to the

Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response; with a copy to the Union President.

(c) In the event that the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, the grievance shall be deemed withdrawn.

(1) The arbitrator, in the resultant opinion, shall not amend, modify, nullify, ignore, or add to the provision of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented in writing by the School District and the Union, and the resultant decision must be based only upon interpretation of the meaning or application of the express relevant language of the Agreement.

(2) Each party shall bear the full costs for its representation in the grievance procedure.

(3) If either party requests a transcript of the proceedings, the party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

(3) Each party shall share equally the costs of the arbitrator and the AAA.

ARTICLE VII LEAVES OF ABSENCE

7.1. Sick Leave

Teachers shall be granted fourteen (14) sick leave days per year without the loss of pay. Any unused sick days shall accumulate to three hundred forty (340) days. The Board may request a doctor's excuse after three consecutive days of absence.

7.2. Personal Business Days

The Board shall grant two (2) days of personal business leave per year for each Teacher. These days shall be in addition to the annual allotment of fourteen (14) sick days per year, and any unused personal days shall accumulate as sick leave. The following conditions shall apply:

(a) Except in cases of emergency, these days may not be used on the day immediately preceding or the day immediately following a holiday. In such emergency instances, the teacher will notify the Superintendent, in advance, if possible, and will reduce to writing the nature of the emergency and submit same to the Superintendent.

- (b) No reason needs to be given for taking such leave.
- (c) Personal leave will not be granted during the first five (5) days or the last five (5) days of the school year, except in case of an emergency.
- (d) Request for leave shall be made at least forty-eight (48) hours in advance, if possible. This request should be completed on-line.

7.3. Professional Growth Workshops/Conferences

In order to encourage professional growth relating to a Teacher's area of education, the Board will pay the following:

- (a) For one-day conferences/workshops: salary, reimbursable expenses related to travel as per the mileage allowance in Article VII, receipted meal, up to \$55 per day.
- (b) For all conferences requiring overnight stay: transportation, lodging (hotel convention rate per day), and meal expenses up to \$55 per day. Teachers will be reimbursed for meals and parking based on receipts provided to the Administration.

Teachers shall first request approval from the Building Principal before seeking approval from the Superintendent.

7.4. Bereavement Leave

All Teachers shall be allowed up to three (3) days absence without loss of pay or sick days for the death of a member of the immediate family (parent, step-mother/father, mother/father in-law, grandparent, spouse, child, brother, sister, brother/sister in-law, and civil union partner). A maximum of three days may be petitioned for in the case of an additional death in the immediate family (as outlined in the above), during the same school year. These petitioned days will be taken from sick days.

7.5. General Leave of Absence

Additional leave of absence without pay or increments may be granted to tenured Teachers by the Board, not to exceed a period of more than one (1) year. General leaves of absences may be for, but not limited to, family illness, professional growth, extended illness, or adoption. A Teacher will notify the Board by May 1 of his/her intentions for the coming year. Upon return, a Teacher will resume their regular teaching assignment and status with regard to increment, tenure, seniority, and accumulated sick leave. A Teacher may choose to remain in the insurance group, paying his/her individual premium in advance or in one complete payment.

7.6. Child Care/Maternity Leave

The Board of Education shall grant a leave of absence for maternity/child care purposes without pay to a Teacher upon the Teacher's written request to the Board for such leave. The Teacher may go on child care leave at any time after giving notice to the Board. The Teacher shall notify the Board of the anticipated date of delivery and, at the Superintendent's request, may periodically be

required to provide a physician's certificate of the physical condition of the parent/child.

ARTICLE VIII SALARY

8.1. Salary Scale

(a) See attached salary scale (see Appendix A).

For the 2021-22 school year, each Teacher will receive a \$2,000 increase. For the 2022-23 school year, each Teacher will receive a \$2,000 increase. For the 2023-24 school year, each Teacher will receive a \$2,000 increase.

(b) Longevity Pay (Year24 ONLY): \$2,750

1. Teachers in this category will only receive Longevity Bump Pay and will not receive a standard pay raise based on Section 8.1 (a) during Year 24.
2. For the school year proceeding the Long Bump (Year 25), the Teacher will return to the standard pay increase protocols as outlined in Section 8.1 (a).

(c) Teacher Retention Bonus: \$750

1. Teachers who are returning to District #259 for the SY 2021-22 will be entitled to a Retention Bonus.
2. This Bonus will be payable in full on the first paycheck of the school year.
3. This Bonus will sunset after the first year of this Agreement.

(d) The Teacher pension (9%) shall be sheltered as provided by law.

(e) Salary shall be paid on a twelve (12) month basis. Teachers shall have the options of receiving their summer checks on the last day of school term, provided advance notice is given on or before the next to last regular pay day. Teachers shall be paid on the 10th and 25th of each month. If the 10th and 25th fall on a non-school day, the paychecks shall be given to the Teacher on the preceding school day.

(f) Teaching one semester plus one day shall qualify for one year's experience for movement on the salary schedule.

8.2. Previous Experience

All new Teachers to the District will be given full credit for the first six (6) years of teaching experience outside of District #259. "Teaching Experience" shall be restricted to PreK- 12 instruction. All years of experience over six (6) will receive one year for every two years up to a maximum of ten (10) years.

8.3. Professional Growth

(a) Teachers may take up to a maximum of twelve (12) semester hours per school year and twelve (12) hours per summer session. The courses taken must be either in an approved

degree program or in education courses at a graduate level at a higher education institution related to the elementary or junior high fields of instruction. In order to receive a full year's horizontal increase on the salary schedule, Teachers must submit transcripts to the Superintendent on or before October 1, substantiating successful completion of said courses prior to the start of the school year. Teachers earning college credit after the start of the school year will be compensated retroactive to the first day of the second semester provided a transcript showing successful completion of the course is submitted to the Superintendent by February 15.

- (b) Vertical movement on the salary schedule will be dependent on the Teacher being in compliance with the recertification requirements of the State of Illinois.

8.4. Tuition Reimbursement

- (a) Teachers shall receive tuition reimbursement only for courses in education related to elementary or junior high fields of instruction currently being taught by the Teachers that have received prior approval by the Superintendent providing the total number of hours taken per semester does not exceed the amount specified in Section 3 above, the courses are from an accredited institution, and the Teacher receives a grade of at least a "B". Reimbursement shall be paid at a rate equal to that of Governor State University per master semester hour.
- (b) The Board of Education shall not be responsible for reimbursement after the first Masters is attained. Any payment for additional hours will be the teacher's responsibility.

8.5. Mileage Allowance

Teachers who use their automobiles on authorized school district affairs shall be reimbursed at the IRS rate.

8.6. Home Tutoring

Teachers who participate in the home tutoring program authorized by School District #259 will be reimbursed at a rate of \$30 per hour.

8.7. Extended-Day Program and Non-Instructional Pay

Teachers who participate in the extended-day program and non-instructional activities authorized by School District #259 will be reimbursed at a rate of \$30 per hour.

8.8. Substitute Pay

- (a) Certified substitutes, who work in School District #259, will be compensated at a rate of \$90 per day.
- (b) All long-term substitutes, who are hired on a nine-month basis, will be compensated at a rate of \$110 per day. In order to qualify for "long-term" status, a substitute must have completed at least 10 consecutive days of teaching. Teachers who are provided a long-term contract will also be required to meet the 10 consecutive days of teaching in order to qualify for the additional compensation.

8.9. Summer School

Summer school pay will be \$35 per hour or state board pay for summer school; whichever is higher.

8.10 Weather-related Early Dismissals

When school is dismissed early because of weather (heat, snow, or other issues) staff will be allowed to leave the building 15 minutes after the student buses depart.

8.11 Retirement Incentive: 4% Annual Raise/Max 2 Years

1. Teachers who are within their retirement window must notify the District of their intent to retire no later than September 1st of the year in which they desire to begin the incentive bonus.
2. Once the Teacher notifies the District of his/her intent to retire, this designation becomes permanent and will be irrevocable.

**ARTICLE IX
FRINGE BENEFITS-INSURANCE**

9.1. Health Insurance

The District shall contribute 80% of the monthly cost of the employees' choice of any one health insurance plan offered. Any amount over the amounts listed here will be covered by the employee. The employee may select one of the options offered by the Board.

9.2. Dental and Life Insurance

The Board agrees to provide single dental insurance and a \$25,000 term life insurance policy for each teacher.

9.3 Insurance Committee (teachers)

An insurance committee made-up of teachers, support staff, and administration will meet in the Spring, no later than April 1st, to discuss insurance options for the district's employees and make recommendations to the Board of Education.

**ARTICLE X
TERMS OF AGREEMENT**

10.1. Savings Clause

Should any article, section, or clause of this agreement be declared illegal, said article, section, or clause shall be automatically deleted from this agreement to the extent it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

10.2. Duration

This agreement will be effective July 1, 2021, to June 30, 2024.

10.3. Management Rights Clause

“The Board retains and reserves unto itself the ultimate responsibilities for the proper management of the School district conferred upon and vested in it by the Illinois School Code and the Constitution of the State of Illinois and the United States. The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Illinois and the Constitution and Laws of the United States.”

Notwithstanding the above, the District recognizes that the terms and conditions of employment that are not covered in the Contractual Agreement shall be bargained with the Union as provided by the IELRA.

10.4. Zipper Clause

“The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this agreement.”

**ARTICLE XI
COMMITTEES**

11.1. Superintendent Advisory Council

The Union President or his/her designee shall be placed on the Superintendent Advisory Council.

11.2. Discipline Committee

The Union, Administration, and Board of Education agree on the importance of maintaining consistent and constructive discipline in the District. As a result, the Union President or his/her designee shall join students, parents, community members, paraprofessionals, Administrators, and Board Members as representatives of the Discipline Committee.

11.3. Curriculum Committee

The Union President shall appoint up to two (2) Teachers to a curriculum work committee to participate in a discussion of the curriculum and the tasks within the scope of ISBE learning standards as determined by the Administration.

**ARTICLE XII
NO STRIKES; NO LOCKOUTS**

12.1. No Strikes

The union agrees not to strike during the term of this Agreement.

12.2. No Lockouts

The District agrees not to lockout any bargaining unit employees during the terms of the Agreement.

APPENDIX A

2021-2022 salary schedule

Every teacher will receive a \$2,000 increase over his/her previous year's salary unless he/she qualified for 8.1 (b).

Step	BS	BS + 15	MS	MS + 30	DR/2nd MA
1	\$41,268	\$41,899	\$44,619	\$45,240	\$46,118
2	\$42,054	\$42,686	\$45,406	\$46,027	\$46,905
3	\$42,840	\$43,473	\$46,192	\$46,815	\$47,707
4	\$43,626	\$44,260	\$46,978	\$47,603	\$48,509
5	\$44,413	\$45,046	\$47,764	\$48,390	\$49,311
6	\$45,201	\$45,832	\$48,551	\$49,177	\$50,116
7	\$46,004	\$46,634	\$49,353	\$49,982	\$50,938
8	\$46,824	\$47,453	\$50,171	\$50,801	\$51,776
9	\$47,659	\$48,288	\$51,007	\$51,636	\$52,631
10	\$48,496	\$49,123	\$51,844	\$52,472	\$53,481
11	\$49,336	\$49,965	\$52,680	\$53,307	\$54,333
12	\$50,381	\$51,007	\$53,725	\$54,351	\$55,398
13	\$51,444	\$52,051	\$54,772	\$55,398	\$56,465
14	\$52,472	\$53,097	\$55,818	\$56,442	\$57,531
15	\$54,518	\$55,153	\$57,924	\$58,570	\$59,700
16	\$56,154	\$56,792	\$59,564	\$60,200	\$61,365
17	\$60,159	\$60,832	\$63,735	\$64,405	\$65,655
18	\$63,065	\$63,735	\$66,644	\$67,314	\$68,620
19	\$64,405	\$65,080	\$67,984	\$68,656	\$69,988
20		\$66,422	\$69,329	\$69,995	\$71,356
21			\$70,666	\$71,336	\$72,723
22			\$74,033	\$74,721	\$76,176

2022-2023 salary schedule

Every teacher will receive a \$2,000 increase over his/her previous year's salary unless he/she qualified for 8.1 (b).

Step	BS	BS + 15	MS	MS + 30	DR/2nd MA
1	\$42,482	\$43,113	\$45,833	\$46,454	\$47,332
2	\$43,268	\$43,899	\$46,619	\$47,240	\$48,118
3	\$44,054	\$44,686	\$47,406	\$48,027	\$48,905
4	\$44,840	\$45,473	\$48,192	\$48,815	\$49,707
5	\$45,626	\$46,260	\$48,978	\$49,603	\$50,509
6	\$46,413	\$47,046	\$49,764	\$50,390	\$51,311
7	\$47,201	\$47,832	\$50,551	\$51,177	\$52,116
8	\$48,004	\$48,634	\$51,353	\$51,982	\$52,938
9	\$48,824	\$49,453	\$52,171	\$52,801	\$53,776
10	\$49,659	\$50,288	\$53,007	\$53,636	\$54,631
11	\$50,496	\$51,123	\$53,844	\$54,472	\$55,481
12	\$51,336	\$51,965	\$54,680	\$55,307	\$56,333
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17	\$58,154	\$58,792	\$61,564	\$62,200	\$63,365
18	\$62,159	\$62,832	\$65,735	\$66,405	\$67,655
19	\$65,065	\$65,735	\$68,644	\$69,314	\$70,620
20		\$67,080	\$69,984	\$70,656	\$71,988
21			\$71,329	\$71,995	\$73,356
22			\$72,666	\$73,336	\$74,723

2023-2024 salary schedule

Every teacher will receive a \$2,000 increase over his/her previous year's salary unless he/she qualified for 8.1 (b).

Step	BS	BS + 15	MS	MS + 30	DR/2nd MA
1	\$43,696	\$44,327	\$47,047	\$47,668	\$48,546
2	\$44,482	\$45,113	\$47,833	\$48,454	\$49,332
3	\$45,268	\$45,899	\$48,619	\$49,240	\$50,118
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19	\$64,159	\$64,832	\$67,735	\$68,405	\$69,655
20		\$67,735	\$70,644	\$71,314	\$72,620
21			\$71,984	\$72,656	\$73,988
22			\$73,329	\$73,995	\$75,356

SIGNATURE PAGE

The Board of Education of Pembroke School District #259 and the Pembroke Council, AFT Local 604 agree to follow the points stipulated in this agreement.

For Pembroke S.D. #259

For Pembroke Council of AFT Local 604

President

President

Date: _____

Date: _____