

MASTER CONTRACT

Between
THE MANHATTAN SCHOOL BOARD OF
EDUCATION DISTRICT 114
and
THE MANHATTAN COUNCIL AFT LOCAL 604

2020 - 2025

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SECTION 1

GENERAL PROVISIONS

ARTICLE I
RECOGNITION

- 1.1 The Board of Education of Manhattan School District 114, Will County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the Manhattan Council, AFT Local 604, IFT/AFT, hereinafter referred to as the “Council”, as the sole and exclusive bargaining agent for all full-time and part-time teachers, psychologists, social workers, speech language pathologists, and all full-time and part-time paraprofessionals, nurses, maintenance personnel, technology personnel, secretaries, occupational therapists and certified occupational therapist Assistant. Confidential, managerial and supervisory employees (as defined by the Illinois Educational Labor Relations Act), including, but not limited to, the superintendent, principals, and other administrative personnel; and substitute teachers are excluded from the proposed unit.
- 1.2 The term “employee” when used herein shall refer to those employees represented by the Council in the bargaining unit as defined in 1.1.
- 1.3 No employee will be required to join any local, state or national Teachers’ Council in order to receive negotiated benefits or as a condition of employment.
- 1.4 No employee will be favored or discriminated against by the Council or the Board with regard to negotiated benefits, extra duties, staff assignments or membership on school committees on the basis of membership or non-membership in the Council.
- 1.5 The Council President shall have release time per *Illinois School Code*.

ARTICLE II
CONDUCT OF NEGOTIATIONS

- 2.1 The Board and Council agree to engage in good faith negotiations conducted by representatives duly designated by each body.

2.2 Negotiation Representatives

Each party shall select its negotiating representatives. The number of representatives designated by each party shall be limited to a minimum of two (2) and a maximum of three (3) representatives. The Superintendent serves as information person in addition to the designated representatives from each party. Both parties reserve the right to bring an additional representative to negotiations who is not an employee of the District.

2.3 Commencement of Negotiations

Negotiations for any successor agreement shall commence in the final year of this Agreement upon notification in writing by either party that it desires to modify, change, amend or terminate this Agreement. Such notification is to be given on or before March 1 of the year in which this Agreement is to expire. Upon receipt of such written notice, the parties shall agree upon a time and date for the first negotiations meeting which shall occur no earlier than February 1 and no later than March 15 unless mutually agreed upon. Each negotiation session shall not exceed two (2) hours in length unless extended by mutual agreement by both parties. Negotiations will begin when the Council presents the Board Committee or its designee with an initial proposal.

2.4 Scope of Negotiations

The Board and Council agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

2.5 Agenda for Meetings

The agenda for each succeeding meeting shall be established prior to the adjournment of each meeting. Only matters included on the agenda will be discussed unless both parties agree to an additional item or items.

2.6 Final Approval

When the Board Committee and the Council Committee reach agreement on all matters being negotiated, the items shall be in writing and shall be submitted to the membership of the Council for ratification and to the Board for official approval.

ARTICLE III
IMPASSE PROCEDURES

- 3.1 Mediation will follow the Illinois Educational Labor Relations Act or, if mutually agreed by both parties, the Federal Mediation and Conciliation Service (FMCS) may be utilized.

ARTICLE IV
TERMS AND CONDITIONS

4.1 Complete Understanding

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

4.2 Saving Clause

Should any article, section, or clause of this Agreement be in violation of, or inconsistent with, or in conflict with any statute or statutes, or be declared illegal by a court of competent jurisdiction, said article, section, or clause, shall be automatically deleted from this Agreement to the extent that it violated the law. 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.

4.3 Management Rights

The Board retains the sole right and authority to operate and direct the affairs of the Board in all its various aspects, including but not limited to all rights and authority exercised by the Board prior to the execution of this Agreement, except as modified in this Agreement. Such rights include, but are not limited to the following:

- A. To maintain executive management and administrative control of the School District, its properties and facilities and its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, determine their qualifications, work standards, conditions for continued employment, dismissal, demotion, assignment, promotion or transfer.
- C. To discipline, suspend, and discharge employees for cause.

- D. To establish programs and courses of instruction, including special programs, and to provide for all curricular, extra-curricular, recreational and social events for students, all as deemed necessary or advisable by the Board.
- E. To develop and organize the means and methods of instruction according to Board Policy. This includes the selection of textbooks and other teaching materials.
- F. To determine class schedules, the hours of instruction, duties, responsibilities and assignments of employees with respect to both classroom and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall not conflict with any express written provisions of this Agreement.

4.4 This Agreement, upon ratification, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein; constitutes the complete and entire agreement between the parties; and concludes collective bargaining for its term. The parties acknowledge that, during the negotiations that 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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

4.5 No Strike Agreement

Neither the Council nor any of its members nor its agents, for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or picketing in any manner which would disrupt the operation of the school during the term of this Agreement.

ARTICLE V
EMPLOYEE RESERVED RIGHTS

5.1 Personnel File Review

- A. One (1) official personnel file for each employee shall be kept in the District Office and one (1) temporary reference file for each employee shall be kept in the office of the principal.
- B. Each employee shall:
 - 1. Have the right, upon 24 hours advance written notice, to review and/or copy the contents of only his/her official personnel file, except for confidential material exempt from disclosure or review under applicable law. This review will take place in the presence of District personnel during normal business hours. A representative of the Council may, at the employee's request, accompany the employee in this review;
 - 2. Have the right to add relevant material to his/her official personnel file;
 - 3. Be notified and receive a copy of any material placed in the official personnel file. The employee may file a written response which shall be attached to the appropriate material in the official personnel file.
- C. Neither the official personnel file nor any of its contents shall be copied or otherwise made known to anyone without the employee's written permission, provided such file will be available to the Board, the Superintendent, the employee's building principal(s) or as may be required or permitted under applicable law.
- D. Only material in the official personnel file shall be used in any disciplinary action against an employee.

5.2 Discipline & Discharge

- A. The Board agrees with the tenets of progressive and corrective discipline. Discipline of an employee covered by this Agreement shall include the following:
 - 1. A conference with the employee by the appropriate administrator or

supervisor on the decision;

2. In the event of a suspension or dismissal, a written statement of the reason(s) for the action shall be given to the employee and a review of the employee's personnel file with the employee and his/her representative if the employee so chooses;
3. A disciplinary action or measure shall include one or more of the following:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension without pay (notice to be given in writing)
 - d. Discharge (notice to be given in writing)

The Board reserves the right to initiate discipline at any step if the circumstances warrant. Generally, job performance issues will be addressed through the evaluation process. Paragraphs A 1-3 will always apply if a termination decision is made.

- B. In the event any Administrator requires an employee to attend a meeting for the purpose of discussing a matter which may result in disciplining the employee, the employee, upon request, may have a Union Representative present.
- C. When an employee is informed of his/her discipline or of his/her dismissal, he/she may make a written request to meet with Human Resources to review the decision. Such requests must be filed within ten (10) working days of receiving such notice. The meeting with Human Resources shall be held as promptly as possible, but in no case shall be delayed more than fifteen (15) calendar days after receiving the written request. The employee shall have the right to a Union Representative at such meetings, and shall have the right to present arguments and witnesses on her/his behalf. Recommendations by Human Resources, if any, shall be communicated to the Superintendent and the employee in writing. In the event the employee is dissatisfied with the determination the employee shall have the right to a meeting either with the Board of Education, or with a committee appointed by the Board, which may meet in closed session to consider the matter.

ARTICLE VI
GRIEVANCE PROCEDURE

6.1 Definition

- A. A grievance shall mean that there has been a complaint of an alleged violation of any provision of the Agreement. Nothing contained in this Agreement shall be construed to deny to any employee his/her rights under the School Code or other applicable law.
- B. All time limits consist of school days, except when a grievance is submitted less than ten (10) school days before the close of the current school term. At that time, limits shall consist of all week days so that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean employee attendance days.
- C. All grievances must be filed within ten (10) school days following the occurrence of the event giving rise to the grievance, or when the aggrieved employee and/or the Council becomes aware of the event. In no event shall a grievance be filed more than thirty (30) school days after the occurrence of the event giving rise to the grievance.

6.2 Every employee shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in the Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of organization representatives. If the Council representative was not present at the adjustment of the complaint, the Administration shall inform the Council President of the adjustment.

6.3 Failure of any employee or the Council to act on a grievance within the prescribed time limits will act as a bar to further appeal and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

6.4 Hearings and meetings held under this procedure shall be conducted by mutual agreement at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and meetings are during school hours, employees whose presence is required shall be excused, without loss of pay, for that purpose.

6.5 The Board agrees not to take any reprisal against any person for his/her participation in the grievance process. The Council agrees to take no reprisals against any persons because of his/her participation or refusal to participate in the grievance process. A grievance may be withdrawn at any level without reprisal against the grievant.

6.6 Procedure Steps

Step 1. The parties heretofore acknowledge that it is desirable for the employee and his/her immediate supervisor to resolve problems through free and informal communications.

Step 2. If such informal processes fail to satisfy the employee, a grievance may be filed. A grievance must be filed within ten (10) school days of the occurrence of the event and/or when the Council and/or the aggrieved employee becomes aware of the event, which initiated the grievance but in no event more than thirty (30) school days. Failure to do so constitutes a waiver of the right to file a grievance for that particular occurrence. The employee shall present the grievance in writing to the immediate supervisor, who will arrange for a meeting to take place within ten (10) school days after receipt of the grievance. The supervisor shall provide a written answer of the grievance to the aggrieved employee within ten (10) school days after the meeting.

Step 3. If the grievance is not resolved in Step #2, then the aggrieved may refer the grievance to the Superintendent or his/her official designee within five (5) school days after receipt of the Step #2 answer or within ten (10) school days after the Step #2 meeting, whichever is later. The Superintendent shall arrange for a meeting with the aggrieved to take place within five (5) school days of the receipt of the appeal. Upon conclusion of the hearing the Superintendent shall have ten (10) school days in which to provide a written decision with reasons to the grievant.

Step 4. If the grievance is not resolved at Step #3, within the time limits provided, the grievance may be appealed to the Board. The President of the Board shall arrange for a meeting to take place with the aggrieved within fifteen (15) school days of receipt of the appeal. Upon conclusion of the hearing the President of the Board shall have fifteen (15) school days in which to provide a written decision with reasons to grievant.

Step 5. If the grievance is not resolved at Step #4, within the time limits provided, the grievance may be submitted by the Council to binding arbitration within fifteen (15) school days after receipt of the Board's reply at Step #4. The parties shall attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) school day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator

selection procedures set forth by the American Arbitration Association. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator shall be split between the Council and the Board. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

6.7 Representation

The Board acknowledges the right of the Council to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant.

ARTICLE VII
COUNCIL-BOARD RELATIONS

7.1 School Facilities and Equipment

The Council will be able to hold meetings for members on District property upon approval of the Administration. The Council shall be allowed reasonable use of office machinery and other school equipment. The Council shall be provided use of District e-mail, bulletin boards and employee mailboxes in each building. When equipment is available, members may use equipment to work on Council business during duty free time. However, the utilization of school equipment shall not impede or impair the regular operations of the schools, and first priority for equipment used shall be the needs of the instructional program. The Council shall be allowed time to meet up to one (1) hour during the first Institute Day of the school year. All other Council meetings shall be scheduled for times outside of the work day.

7.2 Board Information

The Council will be supplied with the Board agenda, Board packet, except for confidential and/or privileged information, official minutes of the Board meetings, a copy of the tentative and final District budgets (given to the Council prior to the meeting at which action is to be taken by the Board), a copy of the annual financial report, and other information necessary for collective bargaining.

7.3 School Board Meetings

If the Council wishes to be placed on the Agenda for a Board meeting, this request shall be made in writing and shall state the specific reasons for such request. The request shall be made five (5) school days prior to the Board meeting in question.

7.4 Dues Deduction

The Board will deduct from the regular paycheck for ten (10) months of each employee from whom it receives written authorization to do so, the required amount of Council dues. An electronic list of bargaining unit employees, including those from whom dues have been deducted and the amount deducted from each shall be forwarded to the Council treasurer no later than ten (10) working days after such deductions were made. The dues shall be sent via check to AFT Local 604 no later than ten (10) working days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the union by written notification to the Superintendent.

ARTICLE VIII
SALARY SCHEDULE AND OTHER COMPENSATION

8.1 The present salary Agreements have been adopted and approved by the Board and the Council. They are subject to change only by mutual agreement of both negotiating parties.

- A. See attached Salary Schedules/ Rates in Appendix A.
- B. Lane Advancement - Change to Salary Advancement for Education Attainment
 - 1. Horizontal lane advancements can occur by October 1 or February 1 of each school year.
 - 2. Change to Salary Advancement for Education Attainment can occur by October 1 or February 1 of each school year.

8.2 Other Duty Compensation - See attached Extra Duty Schedule in Appendix B.

- A. Extra Duty activities are annual appointments.
- B. Extra Duty vacancies shall be posted per the contract.

8.3 Pay Periods

Employees will be paid via direct deposit, twenty-six (26) payments every other Friday in accordance with the payroll calendar. The number of pay periods can be extended to twenty-seven

(27) payments when the first payday occurs before the school year begins. If a payday falls during a school break period, employees will be paid prior to the beginning of the school break and the checks will be dated to reflect the last day school was in session prior to the school break.

- 8.4 If at any time an employee's pay is to be docked, the following method will be used:
- A. $\text{Teacher's Salary} / 180 \text{ days} = \text{Daily Rate}$
 $\text{Daily Rate} \times \text{No. Days Docked} = \text{Total Salary Deduction}$
 - B. $\text{Non-Certified} = \text{Hourly Rate}$
 $\text{Hourly Rate} \times \text{No. Hours Docked} = \text{Total Deduction}$
- 8.5 When contracted assignments require traveling to different buildings, mileage will be paid for each way of travel at the current IRS rate. Mileage will be paid on the last payday of the school year. Every reasonable effort will be made to provide a minimum of thirty (30) minutes for each transition.

ARTICLE IX

FRINGE BENEFITS

- 9.1 Sick Leave
- A. All full-time employees will be provided with seventeen (17) days sick leave per year at full pay (3 of which shall be allowed as personal days- Article 9.2). Regularly employed part-time employees shall be provided a pro-rated number of sick days as directly related to the full-time equivalency (FTE) of their contract. Partial days granted for sick leave that are above or below .5 will be rounded to the nearest full day.
- Sick leave days may be used for personal illness, quarantine at home, birth, adoption, or placement of adoption, or serious illness or death in the immediate family or household. The immediate family is defined as parents, spouse, party to a civil union, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers/sisters-in-law, and legal guardians. Any deviation from the above stated policy must be approved by the Superintendent.
- B. The District may require a certificate from a physician after an absence of three (3) days for personal illness or thirty (30) days for birth or as the District may deem necessary in other cases. If required for leave of less than three (3) days for personal illness, the District shall pay the expenses incurred by the employee to obtain the certificate.
- C. The unused balance is to accumulate each year until three hundred sixty (360) days are accumulated excluding the annual allotment.

D. Sick Leave Bank

1. Sick Day Bank Guidelines

The Board of Education hereby establishes a Sick Day Bank (hereafter called the Bank) for the benefit of employees who have exhausted their sick leave due to a serious illness or accident.

2. Membership

Participation in the Bank is voluntary. Any Board of Education employee (certified or non-certified) who received sick leave from the Board may participate in the Bank by irrevocably donating one (1) day of sick leave to the Bank prior to October 1st of any school year. Employees hired after October 1st are eligible to join the Bank during their first month of employment. All employees who wish to participate in the Bank shall sign the authorization and participation form. Any employee who has previously contributed to the Bank under the former set of agreed guidelines will continue their membership under the agreed upon rules established in this document.

Participants must irrevocably donate at least one (1) day of sick leave to the Bank per school year (unless the Bank has reached its maximum) in order to remain active participants in the Bank. Participants who do not donate at least one (1) day of sick leave per school year or who notify the business office in writing that they no longer wish to participate shall lose their status as participants in the Bank for the remainder of that school year. Such employees must thereafter re-establish their status as participants in the Bank in the succeeding year by irrevocably donating at least one (1) day of sick leave to the Bank by October 1st of that school year.

3. Days in Bank

Sick leave days are donated to the Bank on an irrevocable basis, and shall not be returned to the employee who donated them, except as part of a permitted withdrawal from the Bank.

Sick leave days that are donated to the Bank and remain unused shall accumulate from year to year. The maximum number of days allowed in the bank is based on the calculation of the number of employees at the beginning of the school year plus 30. If there is more than the maximum number of accumulated days in the Bank at the beginning of any school year, then all currently participating employees shall be excused from having to donate any additional sick leave for that school year. New participants and employees seeking to re-establish their status as participants must irrevocably donate one (1) day of sick leave regardless of whether the number of accumulated days in the Bank exceeds the maximum number.

4. Depletion

If the number of accumulated sick leave days in the Bank decreases to a point where each current member could donate a day and not have the Bank go over the maximum set forth above, then all participating employees shall be required to immediately and irrevocably

donate one (1) additional day of sick leave.

5. Procedure

All decisions and interpretation concerning the Bank shall be made by the Bank Committee (comprised of one (1) participating employee from each school selected yearly by the Manhattan Council, the president of the Manhattan Council and one (1) representative appointed yearly by the Board of Education). A chairperson will be selected by committee. This individual will be responsible for both scheduling and leading all meetings of the Bank Committee.

- 1 of the participating members selected by the Manhattan Council shall be a non-certified employee.

In the event of a serious illness or accident of the Member or a person in the Member's immediate family, as defined in section 105 ILCS 5/24-6 of the School Code, a participating member may make a written request to the Bank Committee to withdraw sick leave days from the Bank. The member shall supply such medical reports as deemed necessary by the Bank Committee. No sick leave days may be withdrawn from the Bank for illness or disability resulting from cosmetic surgery or any surgical procedure which may be safely deferred until a vacation or recess period. All requests shall be submitted to the Bank through the Superintendent's office. No such request may be filed unless the participating member has exhausted all of his/her current and accumulated sick leave, and must have been absent for fifteen (15) school days due to the same illness or accident. No sick leave days may be withdrawn unless and until the Bank Committee has approved a proper request by majority vote. All decisions of the Bank Committee shall be final and not subject to further review or to any grievance procedure. No decision of the Bank Committee shall be deemed to create or establish a policy, practice or precedent with regard to the Board's allowance of sick leave, or with regard to the use of sick leave. Furthermore, the Manhattan Board of Education shall be held harmless of any decision of the Sick Day Bank Committee concerning granting, altering or denying sick leave day requests made by employees.

No participating employee may receive more than fifteen (15) days of sick leave per school year unless it is agreed upon by the three-fourths majority vote of participating members as polled by the Bank Committee. Participating employees are allowed to make more than one request per school year. But in no event will any employee be granted more than a total of ninety (90) sick leave days in a given school year.

No member may make a request to withdraw days from the Bank during an unpaid leave of absence, unless a serious illness or accident occurs during this time either to the Member or person(s) in the Member's immediate family.

Members who withdraw days from the Bank shall not be required to replace those days, except as a regular contributing member of the Bank.

No withdrawals shall be permitted from the Bank until the bank has accumulated twenty- five (25) days of sick leave.

6. Payments

Payments for approved sick days will be made at regular pay periods.

9.2 Personal Days

Three (3) days of sick leave per school year may be used for Personal Leave, non- accumulative. However, these days shall not be used on the first or last Institute Day of the year, the first or last week of the year, or the days preceding and/or following a scheduled vacation or holiday. Any deviation from the above stated policy must be approved by the Superintendent.

9.3 Bereavement

Employees shall be granted up to three (3) days leave with pay per occurrence and as necessary for a death in the immediate family as defined as spouse, party to a civil union, child, parents, siblings, grandparents, and spouse's parents, grandparents and siblings or legal guardians, or persons who are living in the household who are not related as indicated above. All other days taken as bereavement shall be deducted from accumulated sick leave and/or personal days. If no accumulated sick leave and/or personal days are available, approved bereavement leave that would otherwise be deducted from accumulated sick leave shall be without pay. Any deviation from the above stated policy must be approved by the Superintendent, shall be non-precedential and any decision regarding a requested deviation shall not be grievable.

9.4 Family Medical Leave Act

Employees who have been employed by the Board for at least twelve (12) months shall be eligible for medical and/or family leave in accordance with the Family and Medical Leave Act. Such leave shall be unpaid unless accumulated sick or personal leave is available to an employee. An eligible employee is entitled to up to twelve (12) work weeks of unpaid leave during a twelve (12) month period for the following purposes:

- A. The birth of a child and to care for the newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
- B. The placement of a child for adoption or foster care, provided the leave is taken no later than twelve (12) months after the placement of the child;
- C. The care of the employee's spouse, child, or parent with a serious health condition;
- D. The treatment of a serious health condition.

An eligible employee's use of unpaid leave under another section of this Agreement for one of the purposes set forth above shall also be considered as an FMLA leave under this Section, and shall be counted against the foregoing twelve (12) week period.

The employee shall provide thirty (30) days' notice to the Superintendent or his/her designee

before a foreseeable FMLA leave is to begin based upon the expected treatment. If thirty (30) days' notice is not foreseeable due to lack of knowledge, a change in circumstances, or medical emergency, notice shall be given as soon as practicable. If the request is for an intermittent leave or leave on a reduced schedule basis, the employee shall also advise the Superintendent or his/her designee of the reasons why the leave schedule is necessary, and of the schedule for treatment. During the FMLA leave, the District will continue to provide insurance benefits for an employee on the same terms and conditions as the insurance benefits would have been provided if the employee had continued in employment continuously for the duration of the leave.

In the event the Family Medical Leave Act is repealed, then this section shall, as of this date of repeal, no longer be in force and effect.

There is no expectation for Paid Sick Day usage for a split from one academic year to another (after Summer Break), however if an employee has not exhausted their FMLA time, they may utilize any remaining time after Summer Break as an Unpaid Leave.

9.5 Leave of Absence – Intention to Return

Any employee granted a leave of absence shall agree as a condition of such leave to advise the Superintendent or his/her designee in writing of his/her intention to return to full-time employment in the District sixty (60) days prior to the expiration date of a first semester leave and no later than March 1st of the last year of any other leave. Failure of an employee to notify the District of his/her intention to return shall constitute the employee's unconditional resignation, without notice or further action by the Board or the District.

9.6 Sick Leave Incentive Program (If placed here, we will need to renumber)

1. The incentive is only with respect to Sick Days, and not Personal, Bereavement, etc.
 - a. 0-1 Absence Bonus- \$300 at end of year,
 - b. 2-3 Absence Bonus- \$200 at end of year,
 - c. 4-5 Absence Bonus- \$100 at end of year,
2. Amount paid as a stipend after the last day of school

9.7 Major Medical Insurance/Dental-single coverage

- A. The Board will provide major medical insurance for each full-time and regularly employed part-time employees who work .5 FTE or greater. The PPO plan shall be the same plan or similar to the plan used during the 2006-07 year. The cost will be split with eighteen (18) percent being paid by the employee and eighty- two (82) percent being paid by the Board.
- B. The Board will provide dental insurance for each full-time and regularly employed part-time employee who work .5 FTE or greater. Dependent coverage is available at the employee's expense.

NOTE: Full-time is defined to be employment for four (4) or more hours per day on a continuous basis. Regularly employed part-time employees who work a .5 FTE or greater applies to the normal working day and means a minimum of ninety (90) six and one half (6.5) hour days or five hundred eighty-five (585) hours of employment for each school year.

C. For the duration of this contract the PPO option will not be available for employees to enter or access. Any employee who currently has the PPO option will be grandfathered, however the Board will continue to cover the cost of the reserve charge for any employee who chooses to irrevocably switch from the PPO to the HMO or HSA.

9.8 The Board will provide Dependent Major Medical Insurance Coverage to eligible employees. Beginning with the 2007-2008 school year, the cost of dependent coverage for the employee shall be divided fifty-five percent (55%) being paid by the employee and forty-five percent (45%) per month being paid by the Board for the length of this Agreement.

9.9 Enrollment (Dependent Insurance) must be between August 1st – August 31st unless otherwise specified by the insurance company.

9.10 Group Term Life Insurance

All full-time employees in the district will be insured under a group term life insurance paid by the Board to the extent of \$25,000 per employee. The Board will select the carrier and the insurance program to be installed.

9.11 Flexible Spending

The Board agrees to establish and provide to employees a flexible spending benefit cafeteria fringe benefit program as provided in Section 125 of the Internal Revenue Code.

The purpose of such a program will be to: provide the framework for adding new benefits at minimal cost to the Board; offer flexibility to employees in the selection of fringe benefits that will permit each employee to tailor benefits to his/her individual needs; and to reduce taxes, thereby increasing spendable income.

The effective date for employee benefits to begin under this shall be as soon as possible.

Any monies in such a program which are forfeited by law shall be inured to the Board to offset the costs of administration.

9.12 Insurance Committee

The district Insurance Committee will consist of 1 board member, 1 Superintendent, 1

non-represented employee, and up to 4 Council representatives.

The Committee shall review insurance cost data, claims history, cost projections and other information necessary to evaluate options for controlling insurance expenses. The committee shall not have the authority to alter benefit or premium levels, but shall report findings and recommendations to the Board, Council and other constituent groups.

SECTION 2

TEACHERS' PROVISIONS

PREAMBLE:

The provisions of this section 2 apply to all full and part time certified personnel (except as excluded in section 1.1) including: full-time and part-time teachers

ARTICLE X
TEACHER RESERVED RIGHTS

10.1 Assignments

- A. A teacher may request in writing to be assigned or not to be assigned to any position. Such applications shall be submitted to the Superintendent or his/her designee, stating the reasons therefore.
- B. Teachers shall be notified, in writing, as soon as the needs of the District are known, of a change in their assignment for the coming year as to grade level, school, and/or subject area. The Superintendent or his/her designee shall hold a conference with the teacher prior to a change in the assignment. The Superintendent or his/her designee shall give said teacher the decision in writing. If a teacher is notified of a change in the assignment after August 1, the teacher may resign without penalty.

10.2 Vacancies

A vacancy occurs whenever a current or newly created bargaining unit position exists and cannot be filled by transfer, change of assignment, teachers returning from leave of absence, or teachers with recall rights pursuant to a reduction in force. Vacancy notices shall be e-mailed to all teachers at their school's e-mail address, a minimum of five (5) school days in advance before making the vacancy public. The five day posting shall be waived after July 15th. Such teaching vacancies in the bargaining unit shall be filled on the basis of certification, qualifications, merit and ability (including, but not limited to, performance evaluations) and relevant experience of the applicant. District-wide seniority shall be considered when all other factors are determined by the District to be equal. The Superintendent or his/her designee shall give said teacher the decision in writing.

10.3 Transfers

- A. A transfer is defined as a change in position from one building to another, from one area of certification to another, or from one grade level to another.
- B. The administration will attempt to avoid involuntary transfers. If all qualifications are substantially equal, the least senior teacher shall be transferred. In the event of involuntary transfer, upon the request of the teacher, the Superintendent or his/her designee and teacher shall meet and discuss the reasons for such transfer. The Superintendent or his/her

designee shall give said teacher the decision in writing. The decision of the Superintendent is final and not grievable.

- C. Teachers who are facing involuntary transfers may resign, without penalty or prejudice, if unwilling to accept the involuntary transfer.
- D. A teacher may submit a written request for a voluntary transfer to the Superintendent annually.

ARTICLE XI
EVALUATION PLAN FOR
TEACHERS

11.1 The Board and Council recognize that teacher evaluations are tools for helping to improve teachers' performance and effective personnel management. The Board and Council have cooperatively developed an evaluation plan. Prior to implementation of any change to the provisions of the evaluation plan, the administration will notify the Council of the proposed change(s) and, upon request, the parties shall promptly meet to negotiate with regard to such change(s). The evaluation plan covered by this contract which is to be used by all evaluators can be found in Appendix C.

11.2 Teacher Evaluation Procedures

A. Notification & Frequency

The evaluation procedures listed below are designed as minimum.

1. The building principal shall acquaint each teacher under his supervision with the evaluation procedure including the instruments which will be used for appraisal purposes.
2. Tenured Teachers
 - i. The evaluation cycle for tenured teachers will be conducted at least once every other year.
 - ii. There will be a minimum of one announced classroom observation. These required observations will be completed between October 1st and March 1st of each school year. All announced observations will be scheduled by mutual agreement between the teacher and the evaluator.
3. Non-Tenured Teachers
 - i. All non-tenured teachers will be evaluated annually. There will be a minimum of one unannounced and one announced observations.

- ii. These required observations will be completed between October 1st and March 1st of each school year. All announced observations will be scheduled by mutual agreement between the teacher and the evaluator.
4. Information resulting from observations will be used in completing the teacher's summative evaluation.
5. Nothing in this contract prevents the administration, on an informal basis, from assisting a teacher prior to October 1st in areas of deficiency.

B. General Procedures For Classroom Observations:

1. A pre-observation conference for non-tenured teachers will be set at the time the announced observation date is set. Tenured teachers have the option of either having a pre-observation conference or completing a pre-observation questionnaire. Pre-observation conferences and/or pre-observation questionnaires are to be completed prior to the teacher being observed and are done so electronically.
2. To be valid, an observation must be at least twenty (20) minutes in length.
3. The evaluator shall provide a duplicate written classroom observation report following all observations. This written report will be given to the teacher within one (1) week of the date of the observation. The written classroom observation report may or may not be the focus of a post-observation conference held by the teacher and evaluator. If deemed appropriate by either party, a post-observation conference date will be scheduled on a mutually agreed basis. The written classroom observation report shall be emailed by the administrator and verified either by email or verbally by teacher or be provided by hardcopy and signed and dated by both the teacher and evaluator. Each party shall receive a copy. The teacher's signature does not necessarily indicate agreement with the information contained in the observation report, but rather signifies awareness of the content. If the teacher disagrees with the written information he/she may submit to the evaluator a written rebuttal within one (1) week of acceptance of the report.

C. Annual Summative Evaluation Summary:

1. The self-reflection form shall be completed electronically by all certified staff during their evaluation year on a date set by administration that is no sooner than January 1st and no later than February 1st.
2. The annual summative evaluation summary conference will be scheduled and the written summative evaluation will be completed and submitted to the teacher by March 1st.
3. Prior to this conference the evaluator shall analyze and reduce to writing the data gathered during the evaluation year as it relates to the evaluation criteria and share such information with the teacher verbally as well as in writing. The annual summative evaluation is more than a report of classroom observations. While taking into account these classroom observations, the annual summative evaluation is the culmination of the total evaluation process documenting the

teacher's performance during the entire year. The annual summative evaluation rubric will be utilized as a part of this process

4. In completing the summative evaluation, the evaluator will rate the teacher's overall performance for the evaluation year by marking one of the four performance ratings explained below:
 1. Excellent: Consistently exceed expectations for professional practice, student achievement, and professional contribution to the school or district. He / She should be considered an exemplary model.
 2. Proficient: Consistently meets and at times may exceed expectations for professional practice, student achievement, and professional contribution to the school or district.
 3. Needs Improvement: An effective educator with room for growth in professional practice, student achievement, and professional contribution to school or district.
 4. Unsatisfactory: Consistently fails to meet expectations for professional practice, student achievement, and contribution to school or district.

Criteria

Excellent:	Minimum of (16) E's with (0) NI's or U's
Proficient:	A maximum of (3) NI's and (0) U's
Needs Improvement:	(4) or more NI's or no more than (2)
U's Unsatisfactory:	(3) or more U's

5. The written summative evaluation shall be provided by the administrator and signed and dated by both the teacher and evaluator. Each party shall receive a copy with one copy going in to the teacher's personnel file at the district office. The teacher's signature does not necessarily indicate agreement with the information contained in the summative evaluation.
6. If the teacher disagrees with the annual summative evaluation, he/she may submit a written rebuttal to the evaluator within fifteen (15) days of receipt of the summary. Such a response upon the signature of the teacher will be attached to the evaluation document and placed within the teacher's personnel file.

D. Professional Development Plan & Remediation Plan for Certified Staff

Reference Illinois School Code: under Article 24A. Evaluation of Certified Employees

- 11.3 Only procedural matters will be grievable. Evaluator's comments and/or ratings are not grievable. Procedural matters include all evaluation plan procedures, deadlines and timelines; sequential events in the evaluation; and the number and duration of observations.

Comments include areas of judgment or interpretation by the evaluator; statements made on the evaluation forms; ratings given to the teacher; and the number of informal observations by an

administrator.

ARTICLE XII
TEACHER RETIREMENT COMPENSATION

12.1 Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System, on behalf of each teacher, 9.0% to be deducted from his/her salary as set forth in the current Salary Schedule in Appendix A, other duty schedule in Appendix B, and any other TRS creditable earnings. Should the above be declared improper by an IRS ruling or opinion, this clause shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

12.2 Annuity contributions withheld will be sent each pay period.

12.3 Retirement Incentive Package

A. Eligibility - Eligible teachers are those who meet all minimum requirements by the intended date of retirement.

1. A teacher must have taught at least fifteen (15) years for the District, and qualify for retirement with TRS.
2. A teacher shall have upon retirement:
 - a. 35 years of service credit with TRS OR
 - b. be at least the age of 60.
3. Eligible teachers shall submit an irrevocable notice of retirement no earlier than January 15th of the school year that is five school years prior to the teacher's final year of service, and no later than January 15th of the school year prior to the teacher's final year of service.
4. The Board will allow up to five (5) eligible teachers in any given year to participate in this program. At its discretion, the Board may increase the number in any year without the increase being binding the following year. In the event that too many eligible teachers serve notice of retirement, seniority shall determine participants for that calendar year.

B. Notice

1. If a timely notice is submitted, the teacher will be removed from the salary and extra duty pay schedules beginning with the school year after the school year in which the notice is given and receive a 6% increase in TRS creditable earnings over the previous year for each school year stipulated in the notice up to a maximum of four 6% increases. The first 6% increase will be given during the first school year after the school year in which the notice is submitted. If a 1-year

notice is submitted, the notice shall be submitted by January 15th of the school year prior to the teacher's final school year.

EXAMPLE: A teacher earning \$50,000 in TRS creditable earnings during the 2019-20 school year submits a notice by January 15, 2020, requesting four 6% increases in TRS creditable earnings.

2019-20	\$50,000 in TRS creditable earnings Teacher submits irrevocable notice 1/15/20
2020-21	$(\$50,000 \times 1.06) = \$53,000$
2021-22	$(\$53,000 \times 1.06) = \$56,180$
2022-23	$(\$56,180 \times 1.06) = \$59,551$
2023-24	$(\$59,551 \times 1.06) = \$63,124$

2. Creditable earnings paid during the retirement notice period shall be inclusive of extra-duty compensation. A teacher who takes on a new extra-duty assignment during the notice period shall receive no additional compensation. If during the notice period, the Board discontinues an extra-duty position filled by a teacher who gave a timely retirement notice, no deduction shall be made from the specified annual increases. If however, a teacher voluntarily discontinues such an assignment, or if the teacher is removed from the position for just cause, compensation for the position will be deducted from the total creditable earnings received for that year.
- C. Once a teacher has served notice of retirement and has begun participation in this plan, the decision to retire will be irreversible unless the Board determines that extenuating circumstances exist. In that case, any compensation paid to the participant from this program, above the negotiated salary according to the Agreement, must be reimbursed to the district.
- D. No one may participate in this program unless they have sufficient service credit, and/or age credit with the Illinois Teachers' Retirement System. The teacher is responsible to notify the Superintendent or his/her designee in writing as to the total of the TRS creditable years.
- E. TRS creditable earnings shall include all earned salary, extra-curricular stipends, hourly pay, and all other monies paid to the teacher, which qualify towards TRS reportable earnings.
- F. Sixty (60) days after retiring from the District but no later than ninety (90) days, the teacher will be paid \$15.00 per day for unused sick leave days not required for TRS credit up to a maximum of two hundred twenty (220) days.
- G. To the fullest extent permitted by law, this provision shall be available outside this Agreement for teachers who give notice by January 15th of the final year of this

Agreement.

If any term, provision or benefit described in this section becomes illegal, then said term, provision or benefit shall be of no force and effect, and the parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

If the provision of any retirement incentive set forth in this section is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. The parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional, or one-time Board contribution, penalty or other payment.

In no event shall the Board provide any retirement incentive under this Agreement that would necessitate a direct or indirect payment by the Board to any entity or person that is greater or less than what the Board would have otherwise paid to provide such retirement incentive under this Agreement or that would require the payment of any new, additional or one-time Board contribution, penalty or other payment.

In all cases a Teacher's retirement shall be subject to applicable law, including, but not limited to, the applicable provisions of the Pension Code and Illinois Teachers' retirement ("TRS") rules and regulations. The Board and the Union make no representations or warranties regarding the creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement.

ARTICLE XIII

TEACHER FRINGE BENEFITS

13.1 Parental Leave

A parental leave of absence, without pay except if qualified for sick leave, shall be granted to full-time tenured teachers for the purpose of maternity, paternity, foster, or adoptive parenthood for a period not to exceed one (1) calendar year as follows:

- A. A teacher shall be entitled to a parental leave, upon written notification to the Superintendent, at least thirty (30) days prior to the requested leave date, or upon mutual agreement between the teacher and Superintendent. The Superintendent may

- request a physician's statement certifying the pregnancy. All or any portion of a leave taken by the teacher because of medical disability connected with or resulting from the pregnancy may, at the teacher's option be charged to available sick leave. To qualify for sick leave payments, the teacher shall notify the Superintendent in writing, the desire to take such leave and include a physician's statement certifying the medical disability for which the leave was requested.
- B. In the case of foster or adoptive parenthood, notification of anticipation of a leave shall be given to the Superintendent at the time the teacher has been notified of eligibility.
 - C. Return to active employment rights for a teacher who has been granted a parental leave of absence shall be as follows:
 - 1. If a teacher notifies the Superintendent in writing on or before March 1st, of his/her desire to return to active employment, the teacher shall, to the extent possible, be reassigned to the same position held at the time leave commenced. (November 15th – if leave is only for 1st semester.) For leave of absences occurring after March 1st, the notification date will be June 30th.
 - 2. The teacher must teach at least one (1) semester or 90 days in order to advance on the Salary Schedule. This applies to any type of illness or disability.
 - D. Nothing in this section shall preclude a non-tenured teacher from utilizing sick leave days and/or FMLA for a pregnancy, disability or FMLA for child care leave if applicable. There is no expectation for Paid Sick Day usage for a split from one academic year to another (after Summer Break), however if an employee has not exhausted their FMLA time, they may utilize any remaining time after Summer Break as an Unpaid Leave.

13.2 Professional Growth

Regularly employed full-time and greater than half-time teachers shall be eligible for reimbursement by the Board to the extent indicated below for tuition costs and fees associated with the earning of college credit beyond the Bachelor's degree and professional development, including but not limited to: workshops, visitations, conventions, conferences, and similar professional development activities.

- A. The rate of reimbursement for full-time teachers shall not exceed \$170 per semester credit hour, up to a maximum of nine (9) semester credit hours per school year, which is defined as the first day of the school year until the first day of the next school year.

- B. Teachers must return the next school year in order to be reimbursed for second semester or summer course work. Teachers on leave of absence and enrolled in pre-approved programs of study will be reimbursed for a total of six (6) semester hours of coursework.
- C. All courses must be pre-approved by the Superintendent or his his/her designee using the following guidelines:
 - 1. Courses which are related to the teacher's current assignment(s) and/or professional growth as an educator, including administrative certification.
 - 2. Courses that lead to additional certification.
 - 3. Courses in areas recommended by the District.
 - 4. On-line courses which follow all guidelines and are from an accredited University.
- D. Tuition will be reimbursed after official transcripts and proof of payment have been submitted to the District Business Office. A grade of "B" or better or a "pass", if a pass/fail course is offered, must be earned to qualify for tuition reimbursement and movement on the salary schedule.
- E. Credit for salary advancement may be given for inservice courses sponsored by the Board with District financial support, but such courses are excluded from additional tuition reimbursement.
- F. Teachers will advance no more than one (1) lane per school year on the Salary Schedule if all requirements and deadlines are met. For salary adjustments to be requested for the fall semester credits must have been earned or Master's degree completed before October 1. If the credit is earned or the degree completed after October 1, but before February 1 of a school year, salary adjustments will be made for the second half of the year. Credits submitted after February 1 will not be recognized for payroll adjustment until the following school year and the adjustment will not be retroactive. In unique situations, deviations from the above must be approved by the Superintendent.
- G. It is the teacher's responsibility to notify the Business Office when a lane change is obtained. The Business Office will verify the movement on the salary schedule.
- H. With the approval of the Superintendent or his/her designee, teachers may obtain a professional leave to attend workshops, visitations, or conventions at full pay. A substitute will be hired, and the teacher will be reimbursed for expenses incurred

when going to such functions. The cost expended for a teacher on professional leave will reduce his/her total annual allotment for tuition reimbursement by the dollars the teacher spent on fees and other reimbursable costs excluding the cost of the substitute which shall be paid by the District. If the District requests or requires a teacher(s) to attend a workshop, the teacher will be reimbursed for expenses with no loss of tuition reimbursement dollars.

13.3 Full Year Teaching Credit

For purposes of the Salary Schedule, advancement and/or tenure, credit will be given only for full years. A full year is defined as a minimum of 120 days worked. The only exceptions to this for salary schedule and advancement are as set forth in under Article 13.1, C. 2, and as set forth below for regularly employed part-time teachers.

Regularly employed part-time teachers who work .5 FTE or greater will advance a step on the Salary Schedule and receive a pro-rated amount of the Salary Schedule cell based upon their full-time equivalency. A .5 FTE or greater applies to the normal teaching day and means a minimum of ninety (90) six and one half (6.5) hour days or five hundred eighty-five (585) hours of employment for the school year.

Regularly employed part-time teachers who work less than .5 FTE on a continual yearly basis will advance a step on the Salary Schedule when the fractions from previous years worked add up to at least .5 FTE. Once a part-time teacher has accumulated a total .5 FTE or greater, but continues to work less than .5 FTE, they will not move on the Salary Schedule until once again the fractions of a full-time schedule worked add up to at least .5 FTE. They will receive a pro-rated amount of the Salary Schedule cell based upon their full-time equivalency for that year.

- Example: A first year teacher works .3 FTE. Next year the teacher again works .3 FTE. Adding the two years together, the teacher will move to Step 1 beginning with their third year of employment. Year 3 the teacher returns to a .3 which is not combined with previous years which reflected step movement. The teacher who continues to teach .3 will move to Step 2 beginning with their fifth year of employment.
- If a part-time teacher is subsequently employed (.5 FTE or greater), placement on the Salary Schedule, sick days, and personal days will be recalculated. The insurance plans will also be offered.

13.4 Curriculum Development

- A. The Board recognizes the value of teacher involvement in the development of curriculum and will provide opportunities for collaborative teacher/ administrator recommendations in this regard.
- B. Teachers may be offered employment for the specific and sole purpose of the development of curriculum as agreed to by the teacher and the Superintendent. Compensation for such work shall be provided if outside of the normal day/school

year as follows:

1. Curriculum Committee work will be either paid at the hourly rate of \$26.00 or such work will be done using release time. The decision as to whether to offer this work for pay or release time will be made by agreement of the Superintendent or his/her designee and the writers/developers. Any such agreement will also specify the amount of time anticipated to complete the work.
2. Individual work will be performed by the teacher, who may elect to be paid at the hourly rate of \$27.75 or to use release time. Prior to beginning such work the teacher(s) and Superintendent or his/her designee will agree on the amount of time anticipated to complete the work.

ARTICLE XIV

WORKING CONDITIONS

- 14.1 Every effort will be made to hire a substitute for all teachers, as deemed appropriate, and is in the best interest of the student's needs and program. It is the District's intention to hire a substitute for special education teachers when absent or at IEP meetings, but not for reading specialists, social workers, speech pathologists, or psychologists.
- 14.2 Non-paid extra duties will be equally shared by all certified staff members on a daily or weekly rotating basis, unless otherwise mutually agreed upon.
- 14.3 Teachers who assume paid duties as recognized on the Other Duty Schedule will be compensated according to Appendix Schedule B.
- 14.4 Responsibilities for supervisory duties shall be established by the Administration.
- 14.5 The Board and the Council agree that the pupil/teacher ratio and/or class composition is an important part of an effective educational program. Special consideration shall be given in classes with lab stations or where safety is an issue. When class size becomes excessive in the opinion of the teacher involved, the teacher may call this to the attention of the building principal in writing, which must include the basis for the opinion and suggested solutions, including but not limited to, providing a classroom aid and/or adding a new section. The building Principal will meet within five (5) workdays of the receipt to discuss the situation. Nothing herein is intended to limit the right of the teacher to appeal his/her concern to the Superintendent and then to the Board if it is not resolved by the principal. Any decision of the Board will be final and not subject to the grievance procedure.
- 14.6 Hours
 - A. Teachers should be in the building fifteen (15) minutes before school and may leave

fifteen (15) minutes after the end of the school day unless meetings are scheduled. Teachers will be expected to attend a reasonable number of school based committee meetings per month which should be scheduled so as not to impede planning and teaching time.

- B. Each building principal may conduct one monthly faculty meeting lasting a maximum of forty-five (45) minutes outside of the regular school day. An additional meeting may be held in the case of an emergency.
- C. No more than three (3) evening obligations shall be required of the faculty from any of the District schools, defining the three (3) Required Evening Events for all certified staff, excluding P/ T conference, with the contractual expectation that certified staff is informed no later than the 1st Institute Day of the year, the time and date for events.
- D. Changes – The Council will be notified prior to any future changes in the school day. The Council also reserves the right to meet and discuss with the Superintendent any proposed changes. Prior to implementation, any changes in the length of the work day must be negotiated with the Council.

- 14.7 In the event that a teacher forfeits a planning period, the teacher shall be entitled to compensation in the amount of \$20.50 per class period. This applies on regular work days when other provisions cannot be made. Losing a plan period on an early release day, field trip, or institute day shall not apply

By mutual agreement, teachers may cover each other's class for no compensation with administrative approval. Substitute pay is received when the administration requests or requires a teacher to substitute for another teacher.

- 14.8 A teacher who teaches beyond the normal workday will be compensated at a rate of 1/7 of their base salary as determined on a daily basis for each additional sixty (60) minutes. Pro-rated amounts will be paid for time less than one hour. This does not apply to staff that will work beyond the normal work day and receive compensation in accordance with the Extra-curricular Compensation Schedule in Appendix B.

A normal teaching day is six (6) hours and thirty (30) minutes which includes a minimum thirty (30) minute duty free lunch.

- 14.9 All teachers will be provided with a daily planning period of at least thirty (30) consecutive minutes. The administration will make efforts to minimize the opportunity for any given teacher(s) daily thirty (30) consecutive minute planning period to include the fifteen minutes before or after the teaching day. If this situation should present itself, the building principal will

schedule a meeting with the affected teachers(s) to discuss the situation. This meeting will be held prior to both the schedule being finalized and the start of the school for that particular year.

ARTICLE XV
SENIORITY

Seniority for tenured teachers shall be based upon the length of continuous service of each teacher in the District.

By the first teacher workday in January of each year, teachers are responsible for providing the Business Office with copies of new certificates and new official transcripts for recognition on the seniority list.

A seniority list shall be established, in consultation with the Council, and a copy posted in each building and given to the Council President on or before February 1 of each year.

Seniority shall be computed based on the date of hire or the date the services began using whichever date is earliest. New teacher orientation day is not considered a day of employment for seniority purposes.

In the event of equal seniority in the District, ties shall be broken according to:

- A. total length of all service as a certified teacher in the District;
- B. total length of all TRS service;
- C. a drawing.

If a teacher disagrees with the information on the seniority list, he/she may request a meeting with the Superintendent or his/her designee within thirty (30) days of the posting of the list. All information contained in the seniority list for which such a meeting has not been requested shall be final, accurate and not subject to change until the next February 1st.

ARTICLE XVI
HONORABLE DISMISSAL

When the Board deems it necessary to reduce the number of teachers in the District due to declining enrollment, inadequate finance, elimination of programs, or consolidation; every effort will be made to make reductions through attrition.

If this is not possible, the groupings shall be in accordance with the Illinois School Code, layoffs and recall shall be in accordance with the following:

Among teachers qualified to hold a position, teachers will be dismissed in the order of their groupings, with teachers in group one (1) dismissed first and teachers in group four (4) dismissed last. Within group one (1), the sequence of dismissal will be at the discretion of the school district. Within group two (2), the sequence of dismissal must be based upon average performance ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance must be calculated using the average of the teacher's last two (2) performance evaluation ratings, if two (2) ratings are available, or the teacher's last performance evaluation rating, if only one is available, using the following numerical values: 4 for Excellent; 3 for Proficient; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping two (2) with the same average performance evaluation rating and within each of groupings three (3) and four (4), the teacher or teachers with the shorter length of continuing service with the school district will be dismissed first.

SECTION 3

SUPPORT STAFF PROVISIONS

PREAMBLE:

The provisions of this section 3 apply to all full time and part-time support staff personnel (except as excluded in section 1.1) including: paraprofessionals, nurses, maintenance personnel, technology personnel, secretaries, occupational therapists and certified occupational therapist assistant.

ARTICLE XVII
EMPLOYEE RESERVED RIGHTS

17.1 Assignments/ Job Descriptions

- A. All employees shall receive a copy of their job description upon the ratification of this contract. All new employees will receive a copy of their job description upon hire.
- B. Upon ratification of this contract, an advisory committee containing union members and administration will convene to study and recommend updates to all job descriptions contained in the bargaining unit. The committee will also convene bi-annually to review existing job descriptions and make any recommended changes to the Board of Education. The Manhattan 114 Board of Education will have final determination on all job descriptions contained in the bargaining unit.
- C. Each employee will be given a written notification of his/ her tentative assignment for the forthcoming school year prior to August 1. If changes in employee's assignments are made after such notice, the employee shall be notified, and if requested, meet with administration to discuss the change.
- D. Employees (excluding Nurses) shall not be required to administer medication to students. Students shall be referred to proper, designated medical personnel for this function.

17.2 Vacancies

A vacancy occurs whenever a current or newly created bargaining unit position exists and cannot be filled by transfer, change of assignment, employees returning from leave of absence, or employees with recall rights pursuant to a reduction in force. Except in the case of emergency, vacancy notices shall be e-mailed to all Support Staff at their school's e-mail address, a minimum of five (5) school days in advance before making the vacancy public. The five day posting shall be waived after July 15th. Such vacancies in the bargaining unit shall be filled on the basis of certification, qualifications, merit and ability (including, but not limited to, performance valuations) and relevant experience of the applicant. District-wide seniority shall be considered when all other factors are determined by the District to be equal. The Superintendent or his/her designee shall give said employee the decision in writing.

17.3 Transfers

A. Voluntary Transfers

Employees who desire a transfer for the next school year to a position in a different category or a different building shall notify the Superintendent, in writing no later than March 15. The Superintendent or his/her designee shall notify said employee of the decision in writing, no later than one week prior to the first Institute Day

B. Involuntary Transfer

1. Employees who are to be transferred involuntarily to a position in a new category or to a different building shall be notified at least 24 hours prior to the change.
2. Any employee who is involuntarily transferred to a position in another category shall maintain seniority in his/her current category and shall carry that seniority over to the new category for purposes of accrual.
3. Employees who are interested in returning to their prior position after an involuntary transfer must submit a letter of interest to their Principal(s). The request must be submitted within ten (10) work days following receipt of a written notice of the involuntary transfer and shall be effective through the end of the subsequent school year (June 30).

ARTICLE XVIII

SUPPORT STAFF **EVALUATION**

- 18.1 Each employee's job performance shall be evaluated by his/her direct supervisor (with input from cooperating teachers). The evaluation process includes scheduled annual evaluations, on forms (accessible from staff resource intranet page) applicable to the job classification, and day-to-day appraisals. Additional evaluations may occur, if needed. A progress conference for all newly-hired employees shall occur within the first four (4) months.

Supervisors shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it by the second Friday in May. As appropriate, supervisors should discuss job performance issues that require attention with employees. The original evaluation form should be signed and the appropriate box checked as Agree or Disagree by the Employee and filed with the Superintendent's designee. The employee's signature does not indicate

concurrence, but merely that the employee has seen the completed form. An employee may file a signed statement on his/her behalf relating to any evaluation in his/her personnel file with which he/she does not concur. Such dissenting statements shall be attached to the original material.

ARTICLE XIX
SUPPORT STAFF RETIREMENT COMPENSATION

19.1 Support Staff Retirement Contribution

The Board of Education agrees to pay to the Illinois Municipal Retirement Fund (IMRF), on behalf of each employee, 4.5% to be deducted from his/her salary as set forth in this agreement. Should the above be declared improper by an IRS ruling or opinion, this clause shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

19.2 Retirement Incentive Package

- A. Eligibility - Eligible employees are those who meet all minimum requirements at the intended date of retirement.
 - 1. An employee must have worked at least fifteen (15) years for the District, and qualify for retirement with IMRF before becoming eligible.
 - 2. Eligible employees shall submit an irrevocable notice of retirement no earlier than January 15th of the school year that is four school years prior to the employee's final year of service, and no later than January 15th of the school year prior to the employee's final year of service.
 - 3. The Board will allow up to five (5) eligible employees in any given year to participate in this program. At its discretion, the Board may increase the number in any year without the increase being binding the following year. In the event that too many eligible employees serve notice of retirement, seniority shall determine participants for that calendar year.

- B. Notice

1. If a timely notice is submitted the employee will be removed from the salary and extra duty pay schedules beginning with the school year after the school year in which the notice is given and receive a 6% increase in IMRF creditable earnings over the previous year for each school year stipulated in the notice up to a maximum of three 6% increases. The first 6% increase will be given during the first school year after the school year in which the notice is submitted. If a 1-year notice is submitted, the notice shall be submitted by January 15th of the school year prior to the employee's final school year.

EXAMPLE: An employee earning \$25,000 in IMRF creditable earnings during the 2019-20 school year, submits a notice by January 15, 2020, requesting three 6% increases in IMRF creditable earnings.

2019-20	\$25,000 in IMRF creditable earnings. Employee submits irrevocable notice 1/15/16;
2020-21	$(\$25,000 \times 1.06) = \$26,500$
2021-22	$(\$26,500 \times 1.06) = \$28,090$
2022-23	$(\$28,090 \times 1.06) = \$29,775$

2. Creditable earnings paid during the retirement notice period shall be inclusive of extra-duty compensation. An employee who takes on a new extra-duty assignment during the notice period shall receive no additional compensation. If during the notice period, the Board discontinues an extra-duty position filled by an employee who gave a timely retirement notice, no deduction shall be made from the specified annual increases. If however, an employee voluntarily discontinues such an assignment, or if the employee is removed from the position for just cause, compensation for the position will be deducted from the total creditable earnings received for that year.
 - A. Once an employee has served notice of retirement and has begun participation in this plan, the decision to retire will be irreversible unless the Board determines that extenuating circumstances exist. In that case, any compensation paid to the participant from this program, above the negotiated salary according to the Agreement, must be reimbursed to the district.
 - B. No one may participate in this program unless they have sufficient service credit, and/or age credit with the Illinois Employees' Retirement System to exempt the employer from the payment of any penalty to IMRF. The employee is responsible to notify the Superintendent or his/her designee in writing as to the total of the IMRF creditable years.
 - C. IMRF creditable earnings shall include all earned salary, extra-curricular stipends, hourly pay, and all other monies paid to the employee, which qualify towards IMRF reportable earnings
 - D. Sixty (60) days after retiring from the District but no later than ninety (90) days, the employee will be paid \$15.00 per day for unused sick leave days not required for IMRF credit up to a maximum of two hundred twenty (220) days.
 - E. To the fullest extent permitted by law, this provision shall be available outside this Agreement for employees who give notice by January 15th of the final year of this Agreement.

If any term, provision or benefit described in this section becomes illegal, then said term, provision or benefit shall be of no force and effect, and the parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional or one-time Board contribution, penalty or other payment.

If the provision of any retirement incentive set forth in this section is altered or limited in any way, or requires the payment of any new, additional or one-time Board contribution, penalty or other payment, then the terms and provisions of this Agreement providing such incentive shall be of no force and effect. The parties shall immediately negotiate the payment or satisfaction of such incentive in a manner that would not violate, be inconsistent with, or in conflict with applicable law, and would not require any new, additional, or one-time Board contribution, penalty or other payment.

In no event shall the Board provide any retirement incentive under this Agreement that would necessitate a direct or indirect payment by the Board to any entity or person that is greater or less than what the Board would have otherwise paid to provide such retirement incentive under this Agreement or that would require the payment of any new, additional or one-time Board contribution, penalty or other payment.

In all cases an employee's retirement shall be subject to applicable law, including, but not limited to, the applicable provisions of the Pension Code and Illinois Employees' retirement ("IMRF") rules and regulations. The Board and the Union make no representations or warranties regarding the creditable earnings or service recognition given to any of the retirement incentives set forth in this Agreement.

ARTICLE XX

SUPPORT STAFF FRINGE BENEFITS

20.1 Professional Growth

Regularly employed full-time and greater than half-time employees shall be eligible for reimbursement by the Board to the extent indicated below for fees associated with, professional development, including but not limited to: workshops, visitations,

conventions, conferences, and similar professional development activities, provided that pre-approval was obtained before attending.

With the approval of the Superintendent or his/her designee, employees may obtain a professional leave to attend workshops, visitations, or conventions at full pay. A substitute will be hired, and the employee will be reimbursed for expenses incurred when going to such functions.

20.2 Full Year Credit

- A. For purposes of seniority, credit will be given only for full years. A full year is defined as a minimum of 120 days worked.
- B. Regularly employed part-time employees who work greater than .5 FTE on a continual yearly basis will advance and receive seniority appropriately.
- C. Regularly employed part-time employees who work less than .5 FTE on a continual yearly basis will advance and receive seniority when the fractions from previous years worked add up to at least .5 FTE.

ARTICLE XXI **SUPPORT STAFF WORKING CONDITIONS**

21.1 Probationary Period

All new employees shall be hired on a probationary basis until successful completion of a ninety (90) day period of continuous employment. Probationary employees are at-will employees subject to immediate termination for any reason and are not eligible to access the contractual grievance procedure for any dispute concerning termination. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the hire date. The employee's supervisor will meet with the employee at least once during the first 60 days of employment in order to review their performance.

21.2 Work Hours/ Day/ Year

- A. A normal work day (hours) is as follows:
 - 1. Paraprofessionals: 7 hours
 - 2. Nurses: 7 hours
 - 3. Maintenance: 8 hours
 - 4. Technology: 8 hours
 - 5. Secretaries: 8 hours

- B. All employees are to be in the building fifteen (15) minutes before school and may leave fifteen (15) minutes after the end of the school day.
- C. Lunch/Breaks
1. Employees that work 7 hours are entitled to a paid thirty (30) minute duty free lunch within the first 5 hours of the day.
 2. Employees that work 8 hours are entitled to a paid sixty (60) minute duty free lunch within the first 5 hours of the day.
 3. All employees are entitled to one (1) break of ten (10) minutes each day. It is further understood that they may not be accumulated to shorten the workday.
- D. The workweek for District employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. "Overtime" is time worked in excess of 40 hours in a single workweek.. The rate of pay for overtime shall be one and one-half (1½) times the employee's regular hourly rate of pay for any time in excess of 40 hours per week. Any work performed on a Holiday or Sunday shall be at a rate of two (2) times the employee's pay. Overtime will be paid on the pay date immediately following the pay period in which the overtime was earned and approved.
- E. The work year for support staff is as follows:
1. Paraprofessionals: 178 days (174 Student Attendance plus 4 Institute Days)
 2. Nurses: 178 days (174 Student Attendance plus 4 Institute Days) (excused from Institute Day activities to focus on paperwork)
 3. Maintenance Personnel: 260 calendar days
 4. Technology Personnel: 220 calendar days
 5. Secretaries:
 - a. 10 month employees: 200 calendar days
 - b. 12 month employees: 260 calendar days
- F. All employees shall be provided contractual time to complete any mandated trainings (i.e. GCN modules, etc.). (1 Institute Day included for employees that work student attendance days, in order to allow for required trainings)

ARTICLE XXII

SENIORITY

Seniority for employees shall be based upon the length of continuous service of each employee in the District.

A seniority list shall be established, in consultation with the Council, and a copy posted in each building and given to the Council President on or before February 1 of each year.

Seniority shall be computed based on the date of hire or the date the services began using whichever date is earliest.

In the event of equal seniority in the District, ties shall be broken according to:

1. Total length of all service as a District 114 employee, calculated from date of hire by the Board of Education;
2. Total length of all IMRF service;
3. A drawing.

If an employee disagrees with the information on the seniority list, he/she may request a meeting with the Superintendent or his/her designee within thirty (30) days of the posting of the list. All information contained in the seniority list for which such a meeting has not been requested shall be final, accurate and not subject to change until the next February 1st.

ARTICLE XXIII
REDUCTION IN
FORCE

If reduction-in-force for full-time employees should become necessary, such shall be effectuated within the following categories by inverse District seniority, and in accordance with the needs of Manhattan SD 114, as determined by the Administration and Board of Education. .

1. Paraprofessionals
2. Nurses
3. Maintenance
4. Technology
5. Secretaries
6. Occupational Therapists
7. Certified Occupational Therapist Assistants
8. Any other employee covered by this agreement Recall shall also be within such categories.

If a reduction in force for full time employees should become necessary within Category “8” it shall be effectuated within the respective job title by inverse District seniority. Recall shall also be within such job title.

SECTION 4

DURATION & APPENDICES

ARTICLE XXIV
DURATION AND ACCEPTANCE OF
AGREEMENT

24.1 This Agreement shall commence July 1, 2020, and be in effect until the first day of school for the 2025-2026 school year. If a new Agreement has not been reached before this one terminates, this Agreement will remain in effect until such time as a new Agreement is reached. Economic items will be paid retroactively to the first day of the school term unless otherwise mutually agreed by the parties.

24.2 This Agreement is signed this date of May 20, 2020.

In witness thereof:

For the Council:

For the Board of Education:

President

President

VP of Support Staff

Secretary

APPENDIX A
Manhattan Salaries

Teacher Salary Increases:

2020-2021: 4.3%

2021-2022: Annual CPI + 2% with a floor of 3% and a ceiling of 5%

2022-2023: Annual CPI + 2% with a floor of 3% and a ceiling of 5%

2023-2024: Annual CPI + 1% with a floor of 3% and a ceiling of 5%

2024-2025: Annual CPI + 1% with a floor of 3% and a ceiling of 5%

Salary Advancement for Education Attainment:

BA + 12 graduate credits - \$1,000 added to current base salary

BA + 24 graduate credits - \$1,000 added to current base salary

Masters Degree - \$1,000 added to current base salary

MA + 12 graduate credits - \$1,000 added to current base salary

MA + 24 graduate credits - \$1,000 added to current base salary

Support Staff Salary Increases:

For the duration of this contract all employees will receive an annual salary increase of:

2020-2021: 4.3%

2021-2022: Annual CPI + 2% with a floor of 3% and a ceiling of 5%

2022-2023: Annual CPI + 2% with a floor of 3% and a ceiling of 5%

2023-2024: Annual CPI + 1% with a floor of 3% and a ceiling of 5%

2024-2025: Annual CPI + 1% with a floor of 3% and a ceiling of 5%

Paraprofessionals Starting Salary:

For the duration of this contract, beginning salaries will be determined by an established committee in accordance with the Memorandum of Understanding found in Appendix D:

2020-21 Starting Wage:

Paraprofessional Certificate: \$12.24

Associates Degree: \$13.26

Bachelor's Degree: \$14.28

APPENDIX B

Manhattan 114 Activity Pay Rates	2019-20 Rate	2020-25 Rates	
		0-7 Years	8 + Years
Athletic Director	\$4,200.00	\$4,300.00	\$5,000.00
6th Girls Basketball	\$3,400.00	\$3,500.00	\$4,000.00
6th Boys Basketball	\$3,400.00	\$3,500.00	\$4,000.00
7th-8th Girls Basketball (2)	\$4,000.00	\$4,200.00	\$5,000.00
7th-8th Boys Basketball (2)	\$4,000.00	\$4,200.00	\$5,000.00
Cheerleading	\$2,700.00	\$2,800.00	\$3,100.00
Cross Country (2)	\$2,800.00	\$2,800.00	\$3,100.00
Jr. High Track (4)	\$2,800.00	\$2,800.00	\$3,100.00
7th-8th Girls Volleyball (2)	\$2,900.00	\$3,000.00	\$3,300.00
7th-8th Boys Volleyball (2)	\$2,600.00	\$2,600.00	\$2,900.00
Baseball (2)	\$2,600.00	\$2,700.00	\$3,000.00
Softball (2)	\$2,600.00	\$2,700.00	\$3,000.00
Bowling	\$1,100.00	\$1,500.00	\$2,000.00
Bowling Assistant (new)	\$0.00	\$1,000.00	\$1,300.00
Wrestling	\$2,000.00	\$2,700.00	\$3,000.00
Wrestling Assistant	\$1,000.00	\$1,000.00	\$1,300.00

**One coach for two teams will receive 1½ times the stipend, not double the salary. Coaches will be grandfathered, if currently receiving double stipend.

Academics			
Scholastic Bowl (2)	\$2,025.00	\$2,050.00	\$2,250.00
Math (2)	\$2,025.00	\$2,050.00	\$2,250.00
Science Fair/Olympiad (2)	\$1,500.00	\$1,550.00	\$1,700.00
Speech/Literary	\$1,200.00	\$1,250.00	\$1,500.00
Drama Coach/8th Gr Play (2)	\$1,575.00	\$1,600.00	\$1,750.00
8th Grade Dance	\$650.00	\$675.00	\$750.00
Student Council (2 per bldg)	\$1,475.00	\$1,500.00	\$1,700.00
Student Newspaper	\$1,250.00	\$1,275.00	\$1,350.00
Yearbook (1 per building)	\$700.00	\$800.00	\$1,000.00

Wildcard (1 per building)	\$900.00	\$900.00	\$900.00
Chorus	\$3,035.00	\$3,000.00	\$3,500.00
Band Director	\$6,965.00	\$7,000.00	\$7,500.00
Orchestra	\$3,735.00	\$3,700.00	\$4,000.00

Other Stipends			
Accompanist per hour	24	\$24.50	
Crowd Supervision per hour	27	\$60.00	per event
Detention/Duty	17	20/day	3 days/week
After School Study/Duty	19	20/day	3 days/week
Supervisory Duties per 20 min.	13.75	14.75	
Scorekeeper per game	18	\$40.00	per event
Ticket-taker per game	14.5	\$30.00	per event
Timer per game	18	\$40.00	per event

***Based on 20 minute duty. Other times will be prorated at the hourly rate.

Stipend Procedures for Coaching & Clubs:

1. When there is an open stipend position there will be an email notification to all staff, with a 5 days posting period.
2. If there are more than one interested individual, the administration shall hold interviews for all the applicants.
3. Administration will select from the interviewees.

Procedures for assigning game workers:

1. Athletic Director formulates a list of everyone that is interested
2. Passes out sign-up form according to seniority (those who have worked @ games the longest).
3. If any games still remain open A.D. will send out an all staff email asking if anyone wants to work those games.

Payment of Stipends:

1. Payment of extra duties shall be paid the pay period after the extra duty was completed, and proper paperwork submitted.
2. Payment of stipends will be on the paycheck following the successful completion of the extra-curricular activities.

APPENDIX C

New Staff Schedules (for initial placement only)

2020-21						
Experience	BA	BA12	BA24	MA	MA12	MA24
0	\$38,929	\$39,708	\$40,503	\$41,718	\$42,969	\$44,258
1	\$39,493	\$40,281	\$41,084	\$42,311	\$43,576	\$44,878
2	\$40,462	\$41,269	\$42,092	\$43,350	\$44,646	\$45,980
3	\$41,305	\$42,132	\$42,976	\$44,264	\$45,592	\$46,958
4	\$42,091	\$42,930	\$43,786	\$45,093	\$46,441	\$47,828
5	\$43,264	\$44,124	\$45,000	\$46,340	\$47,721	\$49,145

2021-22						
Experience	BA	BA12	BA24	MA	MA12	MA24
0	\$39,221	\$40,006	\$40,807	\$42,031	\$43,291	\$44,590
1	\$39,638	\$40,432	\$41,241	\$42,478	\$43,752	\$45,064
2	\$40,615	\$41,428	\$42,256	\$43,524	\$44,829	\$46,173
3	\$41,615	\$42,448	\$43,298	\$44,596	\$45,934	\$47,311
4	\$42,407	\$43,252	\$44,114	\$45,432	\$46,789	\$48,187
5	\$43,589	\$44,455	\$45,337	\$46,688	\$48,079	\$49,514

2022-23						
Experience	BA	BA12	BA24	MA	MA12	MA24
0	\$39,515	\$40,306	\$41,113	\$42,346	\$43,616	\$44,924
1	\$39,809	\$40,606	\$41,419	\$42,661	\$43,941	\$45,258
2	\$40,683	\$41,488	\$42,309	\$43,565	\$44,858	\$46,190
3	\$41,674	\$42,499	\$43,340	\$44,627	\$45,952	\$47,316
4	\$42,689	\$43,534	\$44,397	\$45,715	\$47,073	\$48,470
5	\$43,668	\$44,526	\$45,401	\$46,738	\$48,116	\$49,534

APPENDIX C

2023-25	*2 year grid					
Experience	BA	BA12	BA24	MA	MA12	MA24
0	\$40,010	\$40,809	\$41,624	\$42,869	\$44,152	\$45,473
1	\$40,108	\$40,911	\$41,729	\$42,981	\$44,270	\$45,598
2	\$40,756	\$41,565	\$42,390	\$43,651	\$44,950	\$46,287
3	\$41,743	\$42,560	\$43,394	\$44,668	\$45,981	\$47,333
4	\$42,749	\$43,587	\$44,440	\$45,747	\$47,091	\$48,476
5	\$43,780	\$44,637	\$45,513	\$46,850	\$48,229	\$49,647

APPENDIX D

Memorandum of Understanding between the Manhattan School District 114 Board of Education and the Manhattan Council AFT Local 604, pertaining to the establishment of four (4) separate committees for the sole purpose of working collaboratively on the following three items;

Committees:

- a. **Remote Learning:** The parties agree to establish a committee in respect to addressing current and future “Remote Learning” modalities and expectations for all members of the bargaining unit, with respect to working conditions, with a specific charge of “what the fall may look like...” This committee shall make recommendations to the parties by 07.01.20.
- b. **Hard to Fill Positions:** The parties agree to establish a committee (following the same procedures as found in the negotiations article) for the purpose of addressing compensation for positions identified by ISBE as hard to fill. This would include (but not be limited to): Speech Path, Social Workers, OTs, PTs, Psychs, etc. The work of this committee shall make a recommendation to the respective parties within 18 months.
- c. **Support Staff Starting Wages:** For Support Staff, to address the minimum wage increases required by statute, prior to the 2022-2023 school year a committee will be established that will be charged with ensuring adjusted compensation models address (but not limited to):
 1. Years of service consideration, to avoid any new/ recent hires from equalizing employees that have seniority
 2. A starting wage grid to allow flexibility in hiring experienced support staff
- d. **Unsatisfactory Appeal Process:** The parties agree that due to statutory changes in PERA legislation it is a mandatory subject of bargaining for the parties to develop an appeal process for Unsatisfactory Ratings. The parties agree that this agreement will be developed through the established PERA Committee and its decision will result in a separate MOU.

This Memorandum is not a permanent inclusion of the CBA and expires at the conclusion of the CBA, June 30, 2025.