

# **CERTIFIED CONTRACT**

**Park Forest-Chicago Heights School District 163**

**And**

**Teachers' Federation of Park Forest Local #604, IFT-AFT, AFL-CIO**

**2023 – 2027**

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## ARTICLE I – RECOGNITION AND SCOPE OF AGREEMENT

### **Section 1. Recognition and Scope of Agreement and Bargaining Unit**

This Agreement made and entered into by and between the Board of Education, School District 163, Cook County, Illinois, hereinafter referred to as the BOARD and Local #604 AFL-CIO, referred to as the UNION, is for the purpose of establishing salaries, fringe benefits, grievance procedures related to the contract, and working conditions; and for that purpose the BOARD recognizes the UNION as the sole and exclusive Representative for the Bargaining Unit for all regular full-time certified teachers, counselors, deans, social workers, speech pathologists, District Librarian, and psychologists excluding those listed below:

- A. Superintendent
- B. Assistant Superintendent
- C. Associate Superintendent
- D. Directors (including Teaching Directors)
- E. Assistant Directors
- F. Coordinators of State and Federal Projects
- G. Principals (including Teaching Principals)
- H. Associate Principals and Assistant Principals
- I. Nurses
- J. Substitute Teachers
- K. All Classified Personnel employed by the District

Throughout this contract, the word “Teacher” shall refer to regular full-time and part-time certified teachers, counselors, deans, social workers, speech pathologists, and psychologists.

### **Section 2. Maintenance of Contract**

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

No change in salaries, wages, or working conditions not covered by this Agreement and not negotiated during the negotiations for this Agreement may be made without prior notice to and full and complete negotiations with the UNION, but mutual agreement upon such changes shall not be prerequisite to the BOARD’S acknowledged right to make and implement its final decision on all matters. Such negotiations shall be carried on with reasonable dispatch.

### **Section 3. Conflict Between Policy and Contract**

In the event any policy, rule, or regulation of the BOARD conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

### **Section 4. Savings**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or conflict with any act of Congress or the Legislature, said articles, sections or clauses, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted article, section, or clause. Should any article, section,

or clause of this Agreement be declared illegal by a court of competent jurisdiction, negotiations for replacement language shall begin no later than sixty (60) days after the final court order.

**Section 5. Sole Bargaining Agent**

The BOARD agrees not to recognize any teachers' organization other than the UNION as the agent of this Agreement. If another organization wins negotiating rights pursuant to the election procedures of this Agreement, the BOARD may begin negotiating for a subsequent Agreement with that organization.

**ARTICLE II - UNION BOARD RELATIONS**

**Section 6. Management Rights – No Strike**

- A. The BOARD retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:
1. To maintain executive management and administrative control of the School District, its properties, facilities, and the professional activities of its employees as related to the conduct of school affairs.
  2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, the conditions for their continued employment, their dismissal or demotion, their assignment, and to promote and transfer all such employees.
  3. To establish programs and courses for instruction including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the BOARD.
  4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written BOARD Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
  5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the BOARD, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.
- B. NO STRIKE/NO LOCKOUT - The UNION agrees not to strike, nor to engage in any boycotts or work stoppages, and not to picket in any manner which would tend to disrupt the operation of any public school in School District 163 or the Administration Offices of the Board of Education of School District 163 during the term of this Contract. The board further agrees that there shall be no lockout of bargaining unit members during the term of this contract, including but not limited to prevention of access to district buildings, emails, educational platforms, or any other resources needed for the smooth performance of job duties.

**Section 7. Release Time for the Union President(s)**

The Union President(s) and/or designee shall receive one (1) day of release time per month to meet with the Superintendent/designee regarding UNION related work. This time may be used in one-half

(1/2) day segments. If the Union President(s) and/or designee meet with the Superintendent/designee regarding UNION related work, it shall count as one full day segment.

**Section 8. Union's Right to Meet with the Superintendent**

The Superintendent, or his/her Designated Representative, shall meet monthly at mutually agreeable times during the school day with Representatives of the UNION to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

**Section 9. Union's Right to Information**

The BOARD and the UNION agree to make available, upon written request from the Superintendent or the President of the UNION, as the case may be, any and all information, statistics or records of a non-confidential nature relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Additionally, the president(s) of the Union shall electronically receive the same BOARD packet of information at the same time as the BOARD excluding confidential and/or closed session materials/information prior to the BOARD meeting.

**Section 10. Union's Right to Address Faculty**

- A. The teacher organization shall be allotted at least one half-day excluding the afternoon of the last day each year during the pre-school workshop for orientation of new staff.
- B. On the fourth Tuesday of the month, new staff who did not attend new teacher orientation will be required to attend an orientation presented by a Union representative within 2 months of hiring.
- C. The UNION shall have the right to make brief announcements at the end of faculty meetings.

**Section 11. Meetings**

- A. The first Tuesday after school of each month shall be an administrative meeting. The second Tuesday after school of each month shall be set aside for UNION meetings. No other meetings or activities shall be called by the Administration on these dates. The third Tuesday after school each month shall be set aside as a Professional Learning Community meeting for the purpose of implementing the school improvement process. No other meetings or activities shall be called by the Administration.
- B. The administration may require teachers to attend Tuesday meetings as listed in Section A. Attendance at all other meetings shall be voluntary on the part of the teacher.
- C. Building Meetings shall begin no later than ten (10) minutes after the teaching day. The faculty shall have the right to help determine the agenda of the staff meetings.
- D. District-wide meetings, conducted by the Superintendent and or his/her designee, for all District Staff, shall begin no later than 3:05 PM. Meetings shall not exceed one (1) hour in length after which attendance shall be voluntary on the part of the teachers.
- E. Teachers shall be required to attend open house and parent-teacher conferences. In addition to open House and parent teacher conferences, teachers shall be required to attend two consecutive hours of a parent-centered activity. Teachers will be provided an opportunity to sign up for the parent-centered evening meeting of their choice on a first-come, first-serve basis. Staff shall be compensated at a rate of \$40 per hour for any time requested by an administrator in excess of two hours at a parent centered event.
- F. Teachers who attend Institute Days shall be required to attend for a full regular workday, which includes a regular lunch break.

- G. Teachers shall be paid at a rate of \$40/hour for any additional after-school meetings or activities.
- H. One Institute day shall be exclusively for GCN completion for all staff.

In the event of an emergency that precludes a teacher from attending the meetings described in this section, the principal shall be given notice and reason(s) for the absence.

**Section 12. New Teacher Professional Growth**

Teachers new to the District shall be required to attend New Teacher Network for ten (10) hours of professional training for the 1<sup>st</sup> year of employment. Teachers who are new to teaching shall attend New Teacher Network for ten (10) hours for the 1<sup>st</sup> and 2<sup>nd</sup> years of employment. New teachers hired having more than two years of previous experience may forego attendance in year 2 of NTN, pending approval of the Superintendent. Teachers who attend all ten (10) sessions will receive a stipend in the amount of \$250.

New Teacher Network meetings shall be registered with the State Board of Education for credit towards recertification.

**Section 13. Use of School Facilities**

The UNION shall have the use of computers, photocopy machines and the use of communication systems, including District email, for the conduct of its business as long as there is no interference with the normal operation of the school. The UNION may establish and use a page on the District Website. The following information may be included on the Webpage, Notification of Union Meetings, copies of both the Certified and Classified Contracts, information on recertification, notification of vacancies, professional development opportunities and educational research information. The UNION will inform the Superintendent by email when a change is made on the Webpage. The Superintendent shall have the right to remove information from the page.

The UNION shall be permitted the use of a school building room for the purpose of holding meetings at reasonable hours, provided that when special custodial services are required by the BOARD, the BOARD may charge the UNION for such services; provided further that such meetings in no way interfere with any aspect of the instructional program or other previously scheduled meetings.

The UNION shall inform the Building Principal of Union meetings or functions held in their building and shall coordinate time and space based on availability with the Building Principal.

**Section 14. Printing and Distribution of Contract**

The Contract shall be made available on the School District's Website. The district shall supply a hard copy of the contract to each certified employee upon hiring. The district shall supply fifteen (15) additional hard copies to the Union upon ratification of the agreement.

**Section 15. Term of Contract**

This Contract will constitute a successor contract entered into during the term of an existing contract, which is hereby replaced with this Contract. The Contract shall become effective August 15, 2023 and shall remain in force through August 14, 2027.



**Section 16. Notification to Terminate, Amend, or Modify Contract**

Either party may give the other notification of its desire to terminate, amend, modify, or renegotiate this Contract. This notification shall be sent via email or US Postal Service to the normal mailing address of the other party and must be postmarked no earlier than October 1, 2026.

**Section 17. Commencement of Negotiations**

Upon receipt of notification by the other party to renegotiate, amend, or modify this Contract, arrangements shall be made within ten (10) school days for negotiations to commence. Negotiations shall commence no later than April 15, 2027. In the event that neither party gives notice of its intent to renegotiate, amend, terminate, or modify the Contract by February 1, 2027, the Contract shall automatically be extended on the same terms from year to year, thereafter, with the notification date of intent to renegotiate, amend, terminate, or modify by February 1<sup>st</sup> of the successive year.

**Section 18. Commencement of Negotiations after Election**

In the event a new Bargaining Agent has been elected, the notice provided for in this article may be served by such new agent.

**Section 19. Employee Petitions to the Board of Education**

Any employee or group of employees shall have the right to submit suggestions to or discuss professional problems with the Administration or the BOARD at any mutually agreeable time without the intervention of the UNION.

**ARTICLE III - TEACHER'S RIGHTS**

**Section 20. Academic Freedom**

- A. Teachers shall be free to explore controversial issues without fear of penalties by the Administration or members of the BOARD. Teachers are responsible for implementing such exploration in as factual, open minded and objective a manner as possible, and in keeping with their own sense of personal integrity as well as their respect for the professional nature of their responsibilities. Teachers shall have the right to use learning materials within the instructional program according to their best judgment.
- B. In the event of adverse criticism by third party persons of teaching methods or materials used by the teacher to explore controversial issues, the following procedures shall be applied in all cases:
  - 1. Objections and complaints regarding the use of any instructional methods or materials must be in writing and submitted to the Superintendent.
  - 2. Written objections and complaints will be reviewed by a committee composed of three (3) teachers appointed by the Union President and two (2) members of this Committee shall be knowledgeable in the field of study to which the method, book or other instructional material pertain.
  - 3. After careful investigation, the Committee shall reach a decision, which shall be communicated to the BOARD. The BOARD'S decision shall be final. However, the BOARD shall not take any action before having reviewed the recommendation of said Committee and following the progressive discipline process as indicated in section 35.

**Section 21. Assault**

Any case of assault upon an employee arising out of and in the cause of his/her employment shall be completely reported in writing to the Superintendent of Schools within forty-eight (48) hours of the incident unless the employee is incapable of submitting a written report.

The BOARD will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. In the event that a UNION attorney is provided, the BOARD is not relieved of any of the above responsibilities.

**Section 22. Teacher/Board Liability**

In accordance with the provisions of the Illinois School Code, the BOARD will insure against any loss or liability of the members of the Bargaining Unit by reason of death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the BOARD. Such insurance shall be carried in a company licensed to write such coverage in this state.

**Section 23. Non-Discrimination**

Neither the UNION nor the BOARD shall discriminate against any person on the basis of membership or non-membership in any employee organization, age, ancestry, arrest record (in employment or real estate transactions), citizenship status, color, conviction records (in employment), disability, familial status (in real estate transactions), gender identity, marital status, military status, national origin, order of protection status, pregnancy, race, religion, retaliation, sex, sexual harassment (in employment and elementary, secondary and higher education), sexual orientation, source of income (in real estate transactions, unfavorable military discharge, work authorization status (in employment), political affiliation, or personal grooming or dress, provided there is no disruption of the educational process. Because there are state and federal agencies that are more appropriate to use in nondiscrimination grievances, it is agreed that this section is only grievable through the BOARD level.

**Section 24. Political Freedom**

All members of the Bargaining Unit of the District shall enjoy the rights and privileges of any citizen in all matters of a political nature. Restrictions by the BOARD pertaining to this policy shall be as follows:

- A. No member of the Bargaining Unit, while on school property during normal working hours, shall use any time, or school facilities or staff for solicitation, promotion, election, or defeat of any candidate for public office.
- B. At no time will a member of the Bargaining Unit utilize school equipment and/or pupils for solicitations, promotion, election, or defeat of any candidate for public office.

**Section 25. Personnel Files**

- A. All personnel records kept on teachers shall be available to the teacher at reasonable times and places except records of a confidential nature. Records of a confidential nature shall mean job and school references. Teachers are permitted to request their fingerprint records from their personnel file. An employee may file a signed statement on his/her behalf, relating to any evaluation or other materials in his/her file with which he/she does not concur. Such dissenting statements shall be attached to the original material. No materials of a derogatory nature shall be added to an employee's file unless the employee has had an opportunity to see and sign the material. After four (4) years,

material of a derogatory nature shall be removed at the employee's written request, to the extent permitted by law.

- B. Teachers shall have the right to have photocopies of any non-confidential material as defined herein upon payment of the reasonable cost thereof.
- C. No material of a derogatory nature shall be added to a teacher's file unless the teacher has had an opportunity to see and sign the material. The signature indicates that the teacher has read the materials; however, it does not imply agreement with the content. The teacher shall have the right to attach dissenting material to any item in his/her file.
- D. Prior to any employee receiving a written reprimand which threatens either suspension or termination in his/her personnel file, there shall be a conference held between the appropriate administrator(s) and the employee(s) involved. The employee shall be permitted UNION representation at this conference.
- E. When material specific to an individual employee's performance is added to the personnel file, the Administration shall send notification to the employee noting that there has been an addition to the Personnel File.

### **Section 26. Notification of Vacancy**

Notice of vacancies, including teaching positions, principal-ships, state and federal programs, District administrative positions, or newly created administrative positions shall be posted on the District #163 website and emailed to all employees using the employees' district-issued email address. Copies of all vacancy notices shall be sent electronically to the President of the UNION prior to distribution to bargaining unit members. Teachers interested in such positions shall submit their application in writing to the Superintendent or his/her designee. Applicants shall be informed in writing of acceptance or rejection for the position. No Contract shall be offered prior to the third (3<sup>rd</sup>) working day a vacancy is posted. However, the position may be filled on an emergency basis until the Contract is offered.

The names, addresses and position of all new employees shall be sent to the Union President within five (5) working days of BOARD approval. The Union President shall be notified within five (5) working days of the resignation and/or termination of any employee.

For purposes of this Section, "working day" is defined as any day the School District's administrative offices are open.

### **Section 27. Teacher Assignments**

Teachers shall be notified in writing no later than May 15<sup>th</sup> of their tentative assignments for the following school term as to grade level, school, and/or subject and scheduling.

No person covered by this Agreement shall have his/her assignment changed without a prior discussion with the appropriate administrator.

No teacher shall receive a notification with "TBD" for their assignment. For the continuity of student learning, no teacher shall be moved to another assignment without a prior discussion with the appropriate administrator.

### **Section 28. Voluntary Transfer**

Teachers who desire a transfer for the next school year at a grade level, school and/or subject area for which they are qualified shall notify the Superintendent or his/her designee, in writing prior to March 1<sup>st</sup>. The Superintendent or his/her designee will, in the determination of requests for voluntary

reassignment and/or transfer, take into account the convenience and wishes of the individual teacher and will honor them to the extent that they do not conflict with the instructional effectiveness and best interests of the school system. If more than one teacher applies for the same vacancy, the teacher deemed best qualified by the Superintendent or his/her designee for that position shall be appointed.

Teachers shall be notified in writing of the decision by the Superintendent or his/her designee. Final decision on all voluntary reassignments, and/or transfers shall rest with the Superintendent.

### **Section 29. Involuntary Transfer**

- A. Transfer of any teacher to another building without his/her consent is an involuntary transfer. Such involuntary transfers shall be made only if the present classroom, section or subject is eliminated in the building or there is a demonstrable District need, as determined by the Superintendent. The Superintendent will consider the following areas in making a decision:
  - 1. Certifications
  - 2. Qualifications
  - 3. Merit and ability (including performance evaluations, if available)
  - 4. Balance within a building as determined by BOARD policy 5:30.
  - 5. Relevant experience, such as previous teaching background and training.
  
- B. In the event of the closing of a building all teachers involved shall be informed in writing of all District vacancies, as soon as they occur, for the coming year. Teachers involved will be given until July 1<sup>st</sup> of the calendar year the building is closed to notify the Superintendent or his/her designee of their first, second, and third choice of buildings in which vacancies occur. If the teacher is not given his/her first or second choice, he/she shall have a conference with the Superintendent or his/her designee prior to the placement in the third choice.

Teachers shall pack and unpack their personal materials and any necessary District materials that are to be moved between buildings. The movement of materials and boxes shall not be the responsibility of the teacher. Packing and unpacking shall not be done during pupil-teacher contact time.

Teachers will be paid a stipend of one-hundred and fifty dollars (\$150) for packing and unpacking in the event of an involuntary transfer to a different building.

### **Section 30. Grievance Procedure**

- A. **Definition:** A grievance is a written complaint by a member of the Bargaining Unit or the Union at large that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
  
- B. **General Provisions:**
  - 1. A grievance may be initiated or conducted by a teacher on his/her behalf, or by a duly authorized Representative of his/her own choosing, providing that the Bargaining Representative has been given an opportunity to be present. The resolution of such grievance shall not be inconsistent with the terms of the Contract. Written copies of the grievance, and any resolution shall be sent within five (5) days of the resolution to the Union President.

2. In any step of the grievance procedure, when it becomes necessary for individuals to be involved during school hours as determined by the BOARD, they shall be excused without loss of pay for that purpose.
3. If a grievance arises from the action of any authority higher than the principal of a school, the grievant may present such grievance at the appropriate step of the grievance procedure.
4. A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
5. The teacher and his/her Representative have the right to be present at all steps of the grievance procedure.
6. Any of the parties shall have copies of all documentary exhibits submitted by the other party concerned in the grievance upon payment of reasonable cost thereof.
7. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the grievance procedure within the time allotted had the decision been given.
8. Conferences held under the grievance procedure shall be conducted after school hours at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

**C. Procedure for Adjustment of Grievances:**

1. Informal Conference:

A grievance shall first be discussed with the appropriate administrator with the object of resolving the matter informally. In the event any grievance extends into a break, then “district operational days” shall replace “school days.”

2. Formal Procedure:

Step 1. Appropriate Administrator Level - In the event the matter is not resolved informally, the grievance stated in writing may be submitted by the grievant to the appropriate administrator within fifteen (15) school days after the act or condition that is the basis for the grievance.

- a. The appropriate administrator shall meet and confer with the grievant within seven (7) school days from the time of filing the appeal in an attempt to resolve the grievance.
- b. Within seven (7) school days after hearing the grievance the appropriate administrator shall state his/her decision in writing and shall furnish one (1) copy to the teacher who lodged the grievance and one (1) copy to the UNION.

Step 2. Superintendent Level - Within seven (7) school days after receiving the decision of the principal, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1.

- a. The Superintendent or his/her designee shall meet and confer with the grievant within seven (7) school days from the time of filing the appeal in an attempt to resolve the grievance.

- b. Within seven (7) school days after hearing the appeal, the Superintendent shall communicate his/her decision in writing to the aggrieved and the UNION.

Step 3. Board Level - Within ten (10) school days after receiving the decision of the Superintendent an appeal from the decision may be made to the BOARD. This appeal shall be in writing and shall be accompanied by a copy of the appeal and of the decision at Step 2.

- a. Within thirty (30) calendar days after receipt of the appeal, the BOARD shall hold a hearing on the grievance. The hearing shall be open and informal and shall allow all parties to present their case and have representation if desired.
- b. Within ten (10) school days after the hearing on the appeal, the BOARD shall communicate its decision in writing to the aggrieved and the UNION.

Step 4. Binding Arbitration - If the decision at Step 3 is not satisfactory to the UNION, there shall be available a fourth step of impartial arbitration. The UNION must submit in writing, within ten (10) district operational days after receiving the BOARD'S decision in Step 3, a request to enter into such arbitration. The arbitration procedure shall be conducted by an arbitrator to be selected by the two (2) parties within seven (7) district operational days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within the above seven (7) district operational day period, they shall proceed to select one in accordance with the voluntary labor rules of the American Arbitration Association. The decision and/or award of the arbitrator will be accepted as final by the parties and both will abide by it. Expenses for both parties to the arbitration shall be borne equally by the BOARD and the UNION.

### **Section 31. Teacher Evaluation Committee**

The UNION and BOARD agree that a standing Teacher Evaluation Committee (TEC) shall be established.

The Committee shall consist of the Superintendent and up to seven (7) designees, and the Union President and up to seven (7) designees. Substitutes may be designated for regular committee meetings in the event that a Committee Member is unable to attend a scheduled meeting.

The TEC may be convened by either the Superintendent or Union President. The Committee shall meet at least three (3) times during a school year to monitor and review the District Teacher Evaluation Plan. No modification in the plan shall be made unless agreed to by the Union President and Superintendent.

The TEC shall establish a process for implementation of the Evaluation Plan through in-service and staff development. This process must be approved by the Union President and Superintendent.

### **Section 32. Teacher Evaluation**

Administrators shall assist teachers to fulfill and improve their instructional program and, where deficiencies are identified, the administrator shall recommend and provide assistance in obtaining remedial help.

- A. All probationary teachers will be evaluated annually, using the District Teacher Evaluation Plan, by a qualified evaluator designated by the Superintendent or designee. All tenured teachers shall be formally evaluated, using the District Teacher Evaluation Plan, by a qualified evaluator at least once every two (2) years. Under guidelines established by the Teacher Evaluation Committee (TEC), the Superintendent may designate qualified evaluators who are not current members of the District’s administration to perform evaluations.
- B. Probationary teachers will have a minimum of three (3) observations at least one-hundred and fifteen (115) calendar days before the last day of the school year. At least two (2) of the observations will be formal observations. The first formal observation shall take place by November 15<sup>th</sup> of each year.
- C. Tenured teachers who received an evaluation rating of “proficient” or “excellent” on their prior evaluation will have a minimum of two (2) observations, one of which will be formal. Formal observations of tenured teachers will occur between October 15<sup>th</sup> and the one-hundred and fifteenth (115) calendar days before the last day of the school year, exclusive of December unless altered by mutual agreement. Tenured teachers who received an evaluation rating of “needs improvement” or “unsatisfactory” on their prior evaluation will have a minimum of three (3) observations at least one-hundred and fifteen (115) calendar days before the last day of the school year, at least two (2) of which will be formal observations. The first formal observation shall take place by November 15<sup>th</sup> of each year.
- D. Teachers will be evaluated on their performance in those areas specified in the *School Code of Illinois* 105 ILCS 5/24A-5(b): Teacher’s Attendance, Planning, Instructional Methods, Classroom Management, Competency in the Subject Matter Taught, as well as general responsibilities.
- E. The following three (3) parts shall comprise the formal observation procedure:
  - 1. Formal Observations:
    - a. All formal observations shall be conducted with the full knowledge of the teacher being evaluated.
    - b. Formal observations will be for a minimum of forty-five (45) minutes at a time, or a complete lesson, or an entire class period.
    - c. Each formal observation shall include a pre-conference, the observation and a post-conference, as described below.
  - 2. Pre-Observation Conference: A Pre-Observation conference is required prior to each formal observation to help the teacher and evaluator determine the primary focus of the observation. Prior to the pre-conference, the teacher will submit to the qualified evaluator a written lesson plan and/or other evidence of planning for the instruction that will be conducted during the formal observation and make recommendations for areas on which the qualified evaluator should focus during the observation. In the Pre-Observation conference the following information may be discussed:
    - a. The objective that will receive primary emphasis during the observation.
    - b. Methods the teacher may use to help the students achieve the lesson objective.
    - c. Expected student behavior and anticipated outcomes.
  - 3. Post-Observation Conference: A Post-Observation Conference shall be held within fifteen (15) school days of the formal observation, unless rescheduled by mutual agreement. The teacher shall be provided with a copy of the formal

observation notes, which may include areas of strength, areas of consideration, recommendations and questions from the qualified evaluator, the day before the post-observation conference. Information collected in the observation and from the Pre-Observation Conference shall form the basis of the discussion in the Post-Observation Conference. A written observation report, including specific recommendations, shall be given to the teacher within fifteen (15) school days after the post-conference.

- F. Informal Observation: An informal observation is an unscheduled, unannounced observation of a teacher. A qualified evaluator may conduct as many informal observations as he/she deems necessary. Following an informal observation, the qualified evaluator will provide feedback to the teacher orally or in writing. If the feedback is in writing, the teacher will be given an opportunity for an in-person discussion with the evaluator, if requested.
- G. Summative Evaluation: A summative evaluation including a performance evaluation rating of “excellent”, “proficient”, “needs improvement,” or “unsatisfactory” will be completed at least one hundred (100) calendar days before the last day of the school year with copies to the teacher, evaluator and Superintendent. This may be completed cooperatively between the teacher and the evaluator at any time during the year. The copy sent to the Superintendent shall be placed in the teacher’s personnel file.
- H. When a probationary teacher is not being recommended for reemployment, the teacher shall be informed in writing at least forty-five (45) days before the end of the school year, in accordance with the provisions of the *Illinois School Code*. No teacher shall be refused tenure status unless the above evaluation procedures have been substantially complied with. Any alleged violation of this Paragraph H shall be grievable only to the BOARD level, and shall not be arbitrable.
- I. If a tenured teacher is rated “needs improvement,” a professional development plan will be developed and implemented in accordance with Section 24A-5(h) of the *School Code of Illinois* (105 ILCS 5/24A-5(h)).
- J. If a tenured teacher is rated “unsatisfactory,” a remediation plan will be developed and implemented in accordance with 105 ILCS 5/24A-5(i), (j), (k) of the *School Code of Illinois*.
- K. Consulting Teacher – A Consulting Teacher will be selected for each remediation plan. The provisions for the Consulting Teacher are as follows:
1. The participation of the Consulting Teacher shall be voluntary.
  2. The qualified Consulting Teacher shall be one who has received a rating of excellent on his or her most recent evaluation, has a minimum of five (5) years of experience in teaching, and has reasonable familiarity with the assignment of the teacher under remediation.
  3. The Consulting Teacher shall be chosen from a list developed by the UNION of at least five (5) qualified teachers or all qualified teachers if there are less than five (5). The Consulting Teacher is to be selected by the evaluator from the list developed by the UNION.
  4. Where no Consulting Teacher is available in the District, the District shall request that the Regional Office of Education provide a Consulting Teacher. The Regional Office of Education shall thereupon provide a Consulting Teacher who meets the requirements.



5. If the Consulting Teacher becomes unavailable during the course of a remediation plan, a new Consulting Teacher shall be selected in the same manner as the initial Consulting Teacher.
6. The Consulting Teacher shall provide advice to the teacher rated as unsatisfactory, on how to improve teaching skills and to successfully complete the remediation plan.
7. The Consulting Teacher shall not participate in any of the required evaluations, which evaluate the performance of the teacher under remediation, or participate in any dismissal hearing unless required by law.
8. The Consulting Teacher shall be invited to attend conferences with the qualified evaluator and the teacher under remediation in order to continue to provide assistance to the teacher under a remediation plan.
9. Consulting Teachers from within the District will receive a stipend and release time to perform their duties as Consulting Teachers. The TEC shall review the plan for remediation and recommend to the Superintendent a stipend for the Consulting Teacher. The Superintendent shall determine the stipend and it shall be binding on all parties.

### **Section 33. Helping Teachers**

A qualified teacher may be employed for short periods of time to work with teachers in the “Helping Teacher” role. The service of this teacher may be requested for non-tenure teachers by the classroom teacher or the principal.

The services of this teacher may be requested by non-tenure teachers at any time.

In the event that a tenure teacher does not request a helping teacher pursuant to the suggestion of the principal and the conditions giving rise to the situation continue, the principal may assign a helping teacher, who shall be selected by the tenure teacher from a list of four (4) names proposed by the Superintendent.

### **Section 34. Reduction in Force**

The Administration shall inform the Union President prior to the honorable dismissal of any member of the Bargaining Unit.

In the event there is a tie in seniority between Bargaining Unit members in Groups 3 and 4 upon a reduction in force, the following criteria, in their respective order, shall serve as a tiebreaker:

1. The earliest date on which the teacher signed his or her contract. In the event a time stamp is used on a signed contract, then the earliest time stamp on said contract shall control.
2. Total years of Teachers’ Retirement System service credit (outside of, and within Park Forest-Chicago Heights School District 163).
3. Highest educational degree attained.
4. Total Years of Teachers’ Retirement System Service credit within Park Forest-Chicago Heights School District 163.

**Section 35. Progressive Discipline**

The discipline of teachers shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

1. Verbal warning.
2. Written reprimand.
3. Suspension without pay.
4. Discharge.

The disciplinary steps shall be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate with just cause. Except as noted in Section 25, all disciplinary action will remain in the teacher's personnel file and be considered, as appropriate, if and when future incidents occur. Where, in the Superintendent or designee's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by the Superintendent or designee.

Staff on paid administrative leave shall be notified via email every five (5) school days of current progress of investigation.

This provision shall not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in the workforce.

**ARTICLE IV- EDUCATIONAL PROGRAM/PROFESSIONAL ISSUES**

**Section 36. Staff Educational Environment Council**

The UNION and the BOARD agree that a Staff Educational Environment Council shall be established. The SEEK committee meets to discuss District-wide curriculum, its effectiveness and implementation. The BOARD and UNION recognize that it is essential for teachers and administrators from each level to meet and discuss District-wide curriculum (materials, textbooks, training, report cards, implementation, etc.). This is the only way to have continuity between grade levels and buildings.

- A. SEEK shall consist of one (1) teacher from each school with less than four hundred (400) students (as of the sixth day after the beginning of the school year) two (2) teachers from each school with more than four hundred (400) students, three (3) from any school if the enrollment of said school exceeds six hundred fifty (650) and one (1) from each of the Administration, one (1) member of the BOARD, the Union President or UNION designee. The Superintendent, the Superintendent's designee, and the Program Directors shall be non-voting ex-officio members.
- B. Teacher Representatives will be elected on even numbered years from Algonquin, Blackhawk, and 21<sup>st</sup> Century and on odd numbered calendar years from Mohawk, Michelle Obama School of Technology and the Arts and Barack Obama School of Leadership and STEM, for a minimum two (2) year term. When a Teacher Representative is unable to continue service on this council, a new Representative shall be elected as soon as possible.
- C. A Steering Committee shall be established composed of six (6) members: one (1) teacher from Algonquin Pre-Kindergarten Center (Pre-K), one (1) primary teacher (grades K-3), one (1) intermediate teacher (grades 4-5), one (1) middle school teacher (grade 6-8), one (1) Central Administrator and one (1) Principal as elected by their respective groups. The Steering Committee shall be responsible for determining the agenda and scheduling

for the meetings, and shall do so in a collaborative meeting before the beginning of each school year.

- D. A chairperson and secretary for SEEK shall be elected by the Teacher Representatives. The SEEK secretary is responsible for drafting the minutes of the meeting. A secretary designated by the Superintendent will type and distribute the final minutes.
- E. SEEK shall meet not less than once per calendar quarter after school. It shall establish rules of procedures and shall be authorized to establish subcommittees and appoint members to such committees as it deems necessary. Teacher representatives shall be paid at a rate of forty dollars (\$40) per hour. If necessary, the Steering Committee shall have the ability to schedule meetings in addition to the four (4) minimum required meetings. However, teacher representatives shall not be reimbursed for additional meetings.
- F. SEEK meetings will be mandatory for all District Administrators.
- G. The members of the BOARD are welcome to attend SEEK meetings.
- H. The SEEK Committee shall consider all District-wide proposals pertaining to the improvement of the educational program carried on or proposed to be carried on in District 163. If a subcommittee's opinion is sought regarding a proposed District-wide change in curriculum before a SEEK meeting can be convened, the minutes from said subcommittee meetings shall be sent to the SEEK committee as soon as practicable.
- I. The BOARD shall not introduce any District-wide change in curriculum or new teaching methods and materials unless the SEEK Committee shall have been consulted and its opinion considered. If a District-wide change in curriculum or new teaching methods and materials are introduced and does not reflect the opinion of the SEEK committee, the Superintendent or his/her designee shall provide the SEEK committee with feedback as to why.

### **Section 37. School Discipline**

- A. The responsibility for pupil discipline is jointly shared by the parents, administrators, teachers, deans, and support staff. Teachers may send pupils guilty of gross disobedience or gross misconduct to the principal for disciplinary action together with a written report thereon. The principal, or his/her designee shall be available in the event of a crisis situation. The principal shall determine the appropriate action and so notify the teacher in writing in response to his/her written report noted above.
- B. The District shall establish and maintain a Parent-Teacher Advisory Committee as provided in the Illinois School Code, a District-Wide Discipline Committee, and, for each building, a Building Discipline Committee, in order to oversee the uniform implementation of the student discipline policy adopted by the BOARD, and as may be amended from time-to-time ("District Discipline Policy").
- C. The District-Wide Discipline Committee shall consist of at least one bargaining unit member from each building and at least one Administrator designated by the Superintendent. The District-Wide Discipline Committee shall meet at least once a quarter.
- D. The Building Discipline Committee shall consist of at least one bargaining unit member who is also a member of the District-Wide Discipline Committee, at least one Administrator designated by the Superintendent, and at least one Building Assistant or Dean. The Building Discipline Committee shall meet at least once every marking period.
- E. At the beginning of each quarter, the principal of each building after conferring with the staff, and students, shall establish guidelines for the conduct of pupils in halls,

lunchrooms, and on playgrounds that are consistent with the District Discipline Policy. Such guidelines shall be distributed to students, parents, deans, support staff, and teachers.

- F. In the event that any pupil is persistently disruptive, a conference of appropriate staff members as determined by the principal shall be held to determine procedures for that student that are consistent with the District Discipline Policy.

### **Section 38. Retired Teachers**

Prior to issuing contracts to Retired Teachers, the BOARD shall share the names and job responsibilities of each prospective employee with the UNION. The UNION shall have the right to meet with the BOARD and/or their designee to share their concerns about the employment of the Retired teacher. The UNION recognizes the BOARD has the right to make the final decision on their employment.

### **Section 39. Standardized Tests**

Teachers shall not be required to score standardized tests that they are required to administer by the Administration. Special circumstances may be defined for small groups of students when students new to the District require testing.

Teachers may make a written request to the principal when they feel a student is incapable of taking standardized tests in the regular classroom setting.

### **Section 40. Class Composition**

The placement of students in classes for maximum learning opportunities is the responsibility of the principal. Teacher recommendations and suggestions will be considered.

### **Section 41. Lesson Plans**

Teachers shall be prepared for daily instruction. Each teacher shall have written weekly lesson plans uploaded to a private electronic file shared with the principal for review. The use of these plans is to be confined to the teacher and District Administration, or as otherwise needed to comply with applicable school code or legal procedures.

A hard copy of the week's lesson plans and any accompanying materials shall be available in the classroom in the event a substitute teacher is required.

### **Section 42. Evaluation of Students**

The responsibility of evaluating students rests with the classroom teacher. The Administration shall not change any evaluation and/or grade without consultation with the teacher. Any administrative change on a report card shall be initialed by the administrator making the change.

### **Section 43. Classroom Interruptions**

There shall be minimal classroom interruptions, including the use of the intercom except in the following cases:

- A. An emergency situation
- B. First five minutes of the school day
- C. Five minutes at the beginning and end of the total lunch session
- D. Last ten minutes of the school day

**Section 44. Building Staffing/MTSS**

Building staffing shall be scheduled by the Building Coordinator/MTSS Coordinator following consultation with the participants. A written report will be available to all participants in the staffing. If a teacher attends a staffing during his/her lunch period, he/she shall be given another lunch period or compensated at the rate specified in Section 70.

**Section 45. Substitutes**

The BOARD shall employ substitutes in special subject areas whenever possible and practical. All substitutes shall be given a copy of the District Substitute Handbook which shall be reviewed annually by the Superintendent or his/her designee. The District shall sponsor an orientation for substitutes in October and February. The UNION shall be notified of the agenda prior to the meeting.

**Section 46. Budget**

Team leaders in each building shall provide input into how the building budget shall be allocated prior to the last day of each school year to the building administration. A copy of the building budget allocation shall be posted on the official school bulletin board when it is received from the Business Office.

**Section 47. Materials and Supplies**

The teachers of each school shall convene a representative committee in December before winter break and in May before the end of the school year to make recommendations to the principal concerning the purchase of instructional materials and supplies. Such recommendations shall be made at a meeting called by the Committee with the principal prior to the adoption of the building budget.

**Section 48. Professional Meetings Outside of District #163**

Teachers may be granted, without loss of pay, leaves to participate in professional meetings. Applications for such leave should be made to the appropriate supervisor and approved by the Superintendent. Such leaves are granted based on the availability of funds.

- A. Expenses for all travel to and from said meetings by automobile shall be reimbursed at the rate equal to the latest ascertainable rate allowed by the IRS for business travel deduction, or actual cost of public transportation, whichever is less. Actual mileage shall be computed from either school or home, whichever is less. In addition, toll road, toll bridge and parking charges shall be reimbursed in full.
- B. Expenses for meals shall be reimbursed at actual costs but shall not exceed the amount, per day, as indicated by BOARD Policy.
- C. Receipts for meals and lodging shall be attached to the teacher's itemized list of expenses.
- D. Teachers shall be reimbursed in full for registration fees and meals which appear on the program literature or are otherwise receipted by the organization sponsoring the meeting.
- E. Advancement of funds on approval of travel arrangements shall be made by the Superintendent or his/her designee.

**ARTICLE V - WORKING CONDITIONS**

**Section 49. Teacher Facilities**

Each teacher shall have an assigned desk, chair, and locking area for personal effects, a computer, email address, and phone provided by the first student day of attendance.

**Section 50. Classroom Security**

The Administration shall inform the staff member before removing any article belonging to District 163 from his/her classroom, except when an emergency exists. The Administration shall determine when an emergency exists. In the event of an emergency situation during the school day, the Administration shall inform the staff member by calling and/or emailing prior to the principal leaving the building for the day. In the event an emergency exists after the close of the school day, the Administration will call and/or email the staff member prior to the close of the next school day. In the event multiple furnishings or materials need to be removed, the staff member shall have at least one-half day to pack materials before removal of the articles.

**Section 51. Health and Safety**

Safe and healthful conditions shall be maintained throughout the District schools. Complaints on the condition of rooms shall be written to the principal of the school. The principal or designee shall reply in writing within two (2) school days to the teacher's written request of the action he/she plans to take. Unsafe and/or unhealthy conditions shall be remedied within one week of the report.

**Section 52. Professional Courtesy**

Certified staff and administrators at all times shall treat each other and all non-certified employees and students with courtesy and respect. Any concerns of a derogatory nature shall be shared in a private meeting with necessary parties and UNION representation. No negative comments or concerns shall be shared in a public meeting or public area of the school with any staff or students.

**Section 53. School Year and Calendar**

- A. The school year for all teachers shall consist of one hundred eighty-five (185) days including institutes and emergency days. Although the school calendar must provide one hundred eighty-five (185) days, sufficient holidays will be given or the closing day of school adjusted to ensure that the minimum teaching days required by the School Code will not be exceeded.
- B. The UNION and the administration shall discuss the calendar for the following school year prior to April 1<sup>st</sup>. Once the school calendar has been established, no changes or alterations will be made unless a prior discussion is held by the Administration and the UNION. One (1) day mid-winter break shall be added to the calendar.
- C. Per-diem salary of teachers shall be based on the one hundred eighty-five day (185-day) calendar. It shall be calculated by dividing the scheduled salary of the teacher by one hundred eighty-five (185).
- D. Two (2) early dismissal days per school year and two Tuesday building meetings per school year will be reserved for teachers to do record keeping. These days will be designated by the Administration.

**Section 54. Teaching Day**

Teachers shall be in their buildings by 8:05 a.m. The normal teaching day for all certified employees shall be six (6) hours and forty-five (45) minutes, from 8:15 a.m. to 3:00 p.m. All teachers shall be guaranteed no less than a thirty-five (35) minute duty free lunch period and no less than twenty (20) consecutive minutes of plan time.

In addition to the teaching day, all certified staff shall be present fifteen (15) minutes prior to the start of the school day to assist with arrivals of students for the first five (5) days of the school year, if requested by the building principal.

**Section 55. Planning Periods**

All full time certified staff will have an average of two hundred (200) minutes of planning time per five (5) day week. The Administration will make every effort to have a daily planning period. All half-time or more certified staff shall have planning time in proportion to the amount of time for which they are employed. The only exception being that planning periods may be lost due to field days, field trips and activity days, when rescheduling is impractical. During State Mandated testing, the Administration shall work to re-schedule planning for all regularly scheduled planning periods. However, any loss of planning shall be compensated by the BOARD.

Planning periods shall be defined as release time for teachers, when they work on pupil related activities. Specialists and teachers shall make a mutual effort to meet with each other during planning periods. Teachers shall inform the school office when leaving the building during their planning periods. Teachers shall only leave the building to attend to district-related matters.

**Section 56. Teacher's Lounge**

The schools shall provide lounges exclusively for staff use. Lounges shall not be used for meetings, or pupil related activities, during the school day, except in an emergency situation.

**Section 57. Keys to Facilities**

Each staff member shall have keys to the front door, classroom, and lounge in his/her building by the first student attendance day. Keys to work areas, other than the master keys, shall be made available to teachers in their building when they request them from the building principal. All such keys shall be checked out until the next school day and a commitment for their return will be made at the time of the request. Lost keys will be replaced at the teacher's expense.

**Section 58. Non-Teaching Duties**

Certified staff members shall not be required to perform bus duty except in an emergency situation. Certified staff members shall not be required to perform lunch duty except in an emergency situation. The principal shall determine when an emergency situation exists. Certified staff who are assigned regular door, bus, or lunch duty shall be compensated according to the extended service salary schedule.

**Section 59. Special Teachers**

Speech Pathologists and Resource Room teachers shall have set aside a maximum of one (1) day per month for the purpose of in-service and conferences. Reading and math specialists shall have set aside two (2) half (1/2) days per month for the purpose of department conferences.

**ARTICLE VI - LEAVES**

**Section 60. Leave Provisions**

Teachers who have been granted leave under Sections 61, 62, 63, 64, and 65 shall be guaranteed the following:

- A. Notification of the right to participate in District In-service programs of fifteen (15) hours or more. Notification shall be mailed to the latest address provided to the Personnel Office. The teacher will be paid when he/she returns to full-time or regular part-time employment in the District at the rate in effect during the year the teacher completed the program.

- B. Retention of accumulated Sick Leave days.
- C. The completion of ninety (90) or more working days shall be counted as a complete year of service for advancement on the salary schedule. If an employee is employed less than ninety (90) school days, he/she shall be placed on the same step of the Salary Schedule for the entire next year.

#### **INSURANCE RIGHTS**

- D. The BOARD shall pay insurance benefits as guaranteed by Section 80 of this Contract for teachers on extended leave under Section 62.
- E. Teachers on extended leave under Sections 61, 63, and 64 shall have the right to remain in the group insurance plan at their own expense, for up to one (1) year. Teachers shall prepay the premiums to the District Office prior to the first day of each month in which the leave is to be taken.

#### **Section 61. Extended Personal Leave**

A tenure teacher may make a written application to the Superintendent of Schools for leave, not to exceed one (1) year in length, for personal reasons. This leave may be granted at the discretion of the Superintendent with approval by the BOARD after due consideration. Such leave shall be without pay. Where necessary such leave may be extended an additional two (2) years at the discretion of the Superintendent with approval of the BOARD. Placement upon return shall be determined by the Superintendent upon the basis of vacancies and qualifications of the teacher. Upon return to duty, the employee shall receive salary and classification not lower than that to which he/she was entitled at the time of such leave.

#### **Section 62. Extended Personal Illness**

When any tenure teacher exhausts all accumulated paid leave during an extended illness while under the care of a physician, the benefits of extended personal illness shall take over for up to seventy-five (75) teaching days for that illness and confinement. The teacher will be paid their daily salary minus the current highest substitute teaching rate daily, for that period of time.

#### **Section 63. Parental Leave**

The BOARD shall grant any teacher leave of absence without pay upon written request for the purpose of caring for a child or children (“Initial Leave Period”). The teacher shall determine when it is necessary for said teacher to relinquish his/her classroom duties and shall notify the Superintendent sixty (60) school days prior to the commencement of the Initial Leave Period. The Initial Leave Period shall be for the remainder of the school year in which the leave is first requested, plus one additional school year.

By March 1st of the final school year in which leave is taken, the teacher must either: (1) provide a notice of intent to return (or lack thereof) to the Superintendent in writing; or (2) make application for Parental Leave for the following school year by filing a request in writing with the Superintendent. With approval by the BOARD, the teacher may be granted Parental Leave annually up to a total of two (2) additional school years following the Initial Leave Period.

Teachers who are granted annual Parental Leave beyond the Initial Leave Period must either: (1) complete professional development while on leave annually; or (2) participate in the District’s New Teacher Network program upon the teacher’s return to duty. Relevant professional development shall



be recorded and made available to teachers wishing to complete professional development while on leave after the Initial Leave Period.

If the teacher takes leave for two (2) school months or less, he/she shall be guaranteed the same position held prior to the leave. If the leave period is more than two (2) school months, return to duty shall depend upon a vacancy being available, for which the teacher is qualified.

**Section 64. Sabbatical Leave**

Two (2) leaves of absence may be granted annually on request of teachers who have served at least six (6) years in the District for the purpose of Professional Self Improvement. A written program of study, plan of travel or other statement of purpose shall be submitted to the Superintendent prior to March 1<sup>st</sup>. First consideration shall be given to those applicants whose program gives greatest promise or regard to the School District.

- A. Salary during the Sabbatical Leave shall be the legal minimum salary prescribed by the School Code. No years of service credit shall be lost while on Sabbatical Leave.
- B. The BOARD shall pay the retirement allowance and continue insurance benefits provided herein. Teachers granted a Sabbatical Leave shall agree in writing to return to employment in the District for a period of at least one (1) year following the end of the leave and upon failure to return, all sums of money received from the BOARD during such leave will be refunded to the BOARD.
- C. A teacher returning to duty upon termination of the Sabbatical Leave shall receive any salary lane increase he/she would have earned had he/she remained in the District.
- D. Placement upon return to the District shall be to the same or equivalent position held before the leave.

**Section 65. Out-Of-District Teaching Leave**

After five (5) years of employment in the District a teacher may apply for a teaching assignment in another District or outside the Continental limits of the United States. Notice must be given to the Superintendent of Schools in writing by March 1<sup>st</sup>. Leave without pay may be granted subject to the approval of the Superintendent and the BOARD. Upon return to duty, the employee shall receive salary and classification not lower than that to which he/she was entitled at the time of such leave. Placement shall be determined by the Superintendent upon the basis of vacancies available and the qualifications of the teacher.

**Section 66. Military Service**

Teachers who are called for military service while under full time Contract in School District 163 shall be entitled to all of the benefits provided to them by State and federal law.

**ARTICLE VII - SALARY AND FRINGE BENEFITS**

**Section 67. Payroll**

- A. Teachers shall be paid in twenty-six (26) equal installments every other Friday. Teachers who resign during the year shall have their salaries prorated for the period of actual employment. Total amount shall be paid not more than forty-five (45) days after termination of employment.
- B. Teachers' salary checks shall be sent via direct deposit or to the building in sealed envelopes, and no other building personnel shall have access to the contents of these envelopes.

- C. Summer school employees shall be paid every two weeks on regular pay dates in equal installments for the duration of the summer school.
- D. Deductions:
  - 1. The BOARD will deduct monthly, from the pay of each member of the Bargaining Unit from whom it received written authorization to do so, the required amount of UNION dues. UNION deductions will be identified as such on the payroll stub. Deductions shall continue until such time as written notification to terminate dues deductions is received by the Business Office from the Union president, treasurer, or designee. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union Treasurer as soon as practicable after such deductions are made.
- E. Upon written request of the employee, the following deductions shall be made:
  - 1. Credit Union
  - 2. District Health/Dental Insurance
  - 3. Accidental and Term Life Insurance
  - 4. Tax shelter (companies shall be limited to ten)
  - 5. All present companies may remain part of the list as long as they have an active Contract with the District. All tax sheltered annuity plans must meet the current Internal Revenue Code. Addition of new companies would be approved if three (3) or more employees are enrolled.
  - 6. Flexible Spending Accounts (FSA)

**Section 68. Placement upon Initial Hire**

Upon initial hire, teachers may be given credit for up to fifteen (15) years of prior teaching experience and one (1) year credit for each additional two (2) years of experience beyond fifteen years to a total maximum credit that does not exceed the top of the salary schedule at the following salary levels. As needed, the Board may hire teachers to fill critical areas of need by matching their years of service.

<b>2023/2024 salary schedule</b>			
<b>Years of Prior Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
0	\$48,000.00	\$50,000.00	\$52,000.00
1	\$49,200.00	\$51,250.00	\$53,300.00
2	\$50,430.00	\$52,531.25	\$54,632.50
3	\$51,690.75	\$53,844.53	\$55,998.31
4	\$52,983.02	\$55,190.64	\$57,398.27
5	\$54,307.59	\$56,570.41	\$58,833.23
6	\$55,665.28	\$57,984.67	\$60,304.06
7	\$57,056.92	\$59,434.29	\$61,811.66
8	\$58,483.34	\$60,920.14	\$63,356.95
9	\$59,945.42	\$62,443.15	\$64,940.87
10	\$61,444.06	\$64,004.23	\$66,564.40
11	\$62,980.16	\$65,604.33	\$68,228.51
12	\$64,554.66	\$67,244.44	\$69,934.22
13	\$66,168.53	\$68,925.55	\$71,682.57
14	\$67,822.74	\$70,648.69	\$73,474.64
15	\$69,518.31	\$72,414.91	\$75,311.50
16	\$71,256.27	\$74,225.28	\$77,194.29
17	\$73,037.68	\$76,080.91	\$79,124.15
18	\$74,863.62	\$77,982.94	\$81,102.25
19	\$76,735.21	\$79,932.51	\$83,129.81
20	\$78,653.59	\$81,930.82	\$85,208.05
21	\$80,619.93	\$83,979.09	\$87,338.26
22	\$82,635.43	\$86,078.57	\$89,521.71
23	\$84,701.31	\$88,230.53	\$91,759.76
24	\$86,818.85	\$90,436.30	\$94,053.75
25	\$88,989.32	\$92,697.20	\$96,405.09
26	\$91,214.05	\$95,014.64	\$98,815.22
27	\$93,494.40	\$97,390.00	\$101,285.60
28	\$95,831.76	\$99,824.75	\$103,817.74
29	\$98,227.55	\$102,320.37	\$106,413.18
30	\$100,683.24	\$104,878.38	\$109,073.51
31	\$102,193.49	\$106,451.55	\$110,709.62
32	\$103,726.39	\$108,048.33	\$112,370.26
33	\$105,282.29	\$109,669.05	\$114,055.81
34	\$106,861.53	\$111,314.09	\$115,766.65
35	\$108,464.45	\$112,983.80	\$117,503.15
36	\$110,091.41	\$114,678.56	\$119,265.70
37	\$111,742.79	\$116,398.74	\$121,054.68
38	\$113,418.93	\$118,144.72	\$122,870.51
39	\$115,120.21	\$119,916.89	\$124,713.56
40	\$116,847.01	\$121,715.64	\$126,584.27

<b>2024/2025 salary schedule</b>			
<b>Years of Prior Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
0	\$49,000.00	\$51,000.00	\$53,000.00
1	\$50,225.00	\$52,275.00	\$54,325.00
2	\$51,480.63	\$53,581.88	\$55,683.13
3	\$52,767.64	\$54,921.42	\$57,075.20
4	\$54,086.83	\$56,294.46	\$58,502.08
5	\$55,439.00	\$57,701.82	\$59,964.64
6	\$56,824.98	\$59,144.36	\$61,463.75
7	\$58,245.60	\$60,622.97	\$63,000.34
8	\$59,701.74	\$62,138.55	\$64,575.35
9	\$61,194.29	\$63,692.01	\$66,189.74
10	\$62,724.14	\$65,284.31	\$67,844.48
11	\$64,292.25	\$66,916.42	\$69,540.59
12	\$65,899.55	\$68,589.33	\$71,279.11
13	\$67,547.04	\$70,304.06	\$73,061.09
14	\$69,235.72	\$72,061.66	\$74,887.61
15	\$70,966.61	\$73,863.21	\$76,759.80
16	\$72,740.78	\$75,709.79	\$78,678.80
17	\$74,559.29	\$77,602.53	\$80,645.77
18	\$76,423.28	\$79,542.59	\$82,661.91
19	\$78,333.86	\$81,531.16	\$84,728.46
20	\$80,292.21	\$83,569.44	\$86,846.67
21	\$82,299.51	\$85,658.67	\$89,017.84
22	\$84,357.00	\$87,800.14	\$91,243.28
23	\$86,465.92	\$89,995.14	\$93,524.37
24	\$88,627.57	\$92,245.02	\$95,862.48
25	\$90,843.26	\$94,551.15	\$98,259.04
26	\$93,114.34	\$96,914.93	\$100,715.51
27	\$95,442.20	\$99,337.80	\$103,233.40
28	\$97,828.26	\$101,821.25	\$105,814.24
29	\$100,273.96	\$104,366.78	\$108,459.59
30	\$102,780.81	\$106,975.95	\$111,171.08
31	\$104,322.52	\$108,580.59	\$112,838.65
32	\$105,887.36	\$110,209.29	\$114,531.23
33	\$107,475.67	\$111,862.43	\$116,249.20
34	\$109,087.81	\$113,540.37	\$117,992.93
35	\$110,724.12	\$115,243.48	\$119,762.83
36	\$112,384.99	\$116,972.13	\$121,559.27
37	\$114,070.76	\$118,726.71	\$123,382.66
38	\$115,781.82	\$120,507.61	\$125,233.40
39	\$117,518.55	\$122,315.22	\$127,111.90
40	\$119,281.33	\$124,149.95	\$129,018.58

<b>2025/2026 salary schedule</b>			
<b>Years of Prior Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
0	\$50,000.00	\$52,000.00	\$54,000.00
1	\$51,250.00	\$53,300.00	\$55,350.00
2	\$52,531.25	\$54,632.50	\$56,733.75
3	\$53,844.53	\$55,998.31	\$58,152.09
4	\$55,190.64	\$57,398.27	\$59,605.90
5	\$56,570.41	\$58,833.23	\$61,096.04
6	\$57,984.67	\$60,304.06	\$62,623.44
7	\$59,434.29	\$61,811.66	\$64,189.03
8	\$60,920.14	\$63,356.95	\$65,793.76
9	\$62,443.15	\$64,940.87	\$67,438.60
10	\$64,004.23	\$66,564.40	\$69,124.57
11	\$65,604.33	\$68,228.51	\$70,852.68
12	\$67,244.44	\$69,934.22	\$72,624.00
13	\$68,925.55	\$71,682.57	\$74,439.60
14	\$70,648.69	\$73,474.64	\$76,300.59
15	\$72,414.91	\$75,311.50	\$78,208.10
16	\$74,225.28	\$77,194.29	\$80,163.30
17	\$76,080.91	\$79,124.15	\$82,167.39
18	\$77,982.94	\$81,102.25	\$84,221.57
19	\$79,932.51	\$83,129.81	\$86,327.11
20	\$81,930.82	\$85,208.05	\$88,485.29
21	\$83,979.09	\$87,338.26	\$90,697.42
22	\$86,078.57	\$89,521.71	\$92,964.86
23	\$88,230.53	\$91,759.76	\$95,288.98
24	\$90,436.30	\$94,053.75	\$97,671.20
25	\$92,697.20	\$96,405.09	\$100,112.98
26	\$95,014.64	\$98,815.22	\$102,615.81
27	\$97,390.00	\$101,285.60	\$105,181.20
28	\$99,824.75	\$103,817.74	\$107,810.73
29	\$102,320.37	\$106,413.18	\$110,506.00
30	\$104,878.38	\$109,073.51	\$113,268.65
31	\$106,451.55	\$110,709.62	\$114,967.68
32	\$108,048.33	\$112,370.26	\$116,692.19
33	\$109,669.05	\$114,055.81	\$118,442.58
34	\$111,314.09	\$115,766.65	\$120,219.22
35	\$112,983.80	\$117,503.15	\$122,022.50
36	\$114,678.56	\$119,265.70	\$123,852.84
37	\$116,398.74	\$121,054.68	\$125,710.63
38	\$118,144.72	\$122,870.51	\$127,596.29
39	\$119,916.89	\$124,713.56	\$129,510.24
40	\$121,715.64	\$126,584.27	\$131,452.89

<b>2026/2027 salary schedule</b>			
<b>Years of Prior Experience</b>	<b>BA</b>	<b>MA</b>	<b>MA+30</b>
0	\$51,000.00	\$53,000.00	\$55,000.00
1	\$52,275.00	\$54,325.00	\$56,375.00
2	\$53,581.88	\$55,683.13	\$57,784.38
3	\$54,921.42	\$57,075.20	\$59,228.98
4	\$56,294.46	\$58,502.08	\$60,709.71
5	\$57,701.82	\$59,964.64	\$62,227.45
6	\$59,144.36	\$61,463.75	\$63,783.14
7	\$60,622.97	\$63,000.34	\$65,377.72
8	\$62,138.55	\$64,575.35	\$67,012.16
9	\$63,692.01	\$66,189.74	\$68,687.46
10	\$65,284.31	\$67,844.48	\$70,404.65
11	\$66,916.42	\$69,540.59	\$72,164.77
12	\$68,589.33	\$71,279.11	\$73,968.89
13	\$70,304.06	\$73,061.09	\$75,818.11
14	\$72,061.66	\$74,887.61	\$77,713.56
15	\$73,863.21	\$76,759.80	\$79,656.40
16	\$75,709.79	\$78,678.80	\$81,647.81
17	\$77,602.53	\$80,645.77	\$83,689.00
18	\$79,542.59	\$82,661.91	\$85,781.23
19	\$81,531.16	\$84,728.46	\$87,925.76
20	\$83,569.44	\$86,846.67	\$90,123.90
21	\$85,658.67	\$89,017.84	\$92,377.00
22	\$87,800.14	\$91,243.28	\$94,686.43
23	\$89,995.14	\$93,524.37	\$97,053.59
24	\$92,245.02	\$95,862.48	\$99,479.93
25	\$94,551.15	\$98,259.04	\$101,966.93
26	\$96,914.93	\$100,715.51	\$104,516.10
27	\$99,337.80	\$103,233.40	\$107,129.00
28	\$101,821.25	\$105,814.24	\$109,807.23
29	\$104,366.78	\$108,459.59	\$112,552.41
30	\$106,975.95	\$111,171.08	\$115,366.22
31	\$108,580.59	\$112,838.65	\$117,096.71
32	\$110,209.29	\$114,531.23	\$118,853.16
33	\$111,862.43	\$116,249.20	\$120,635.96
34	\$113,540.37	\$117,992.93	\$122,445.50
35	\$115,243.48	\$119,762.83	\$124,282.18
36	\$116,972.13	\$121,559.27	\$126,146.41
37	\$118,726.71	\$123,382.66	\$128,038.61
38	\$120,507.61	\$125,233.40	\$129,959.19
39	\$122,315.22	\$127,111.90	\$131,908.58
40	\$124,149.95	\$129,018.58	\$133,887.20

**Section 69. Salary**

Salaries shall be as set forth in the salary schedule attached in Section 68 and incorporated herein by reference. Each year, staff shall be placed on the appropriate salary step. If the salary schedule results in a decrease in pay, staff will receive a 2% increase over the previous year’s salary throughout the term of this contract.

Any bargaining unit member receiving less than a two thousand (\$2,000) increase in salary from 2022-2023 to 2023-2024 shall receive a one-time stipend in an amount that represents the difference between two-thousand dollars (\$2,000) and his/her calculated salary increase for 2023-2024, to be paid no later than October 31, 2023. Any bargaining unit member with 20 years or more service in School District 163 as of July 1, 2023 shall receive a one-time two thousand dollar (\$2,000) stipend in addition to their calculated salary increase, to be paid no later than October 31, 2023.

**Section 70. Sick Leave Bank**

The Board of Education and the certified employees of the Teachers’ Union agree to establish a Sick Leave Bank. The intent of the Sick Leave Bank is to provide additional sick leave days to full-time non-tenured certified staff covered by this agreement who have an illness or accident that is diagnosed as possibly life-threatening or will require more recuperation than their sick leave allows.

**A. Membership.**

Any non-tenured member of the certified staff who is covered under the Collective Bargaining Agreement negotiated by the Teachers’ Federation of Park Forest, Local #604, IFT-AFT, AFL-CIO may become a member of the Sick Leave Bank. Each member, as a condition of belonging to the bank, must have contributed one (1) sick leave day between September 1<sup>st</sup> and September 15<sup>th</sup> of each school year, or within 15 days after employment if a new employee. Current members who do not renew their membership, or employees who have waived membership in the Sick Leave Bank during the enrollment period, may join during the enrollment period for the next school year. Members who rejoin after one or more years of absence from the Bank may not apply for Sick Bank days during that school year. The employee shall be made whole and be able to request Sick Bank days during their second (2<sup>nd</sup>) year of continuous membership.

**B. Sick Leave Bank Committee.**

The Sick Leave Bank Committee shall consist of five (5) members appointed by the UNION. The Sick Leave Bank Committee shall elect a Director and a Secretary. The Director shall convene and conduct all meetings and the Secretary shall prepare and process all forms and minutes. The Sick Leave Bank Committee shall determine whether a situation meets the intent of the Sick Leave Bank and shall award days off from the Bank. All information brought to the Sick Leave Bank shall be kept confidential.

**C. Eligibility for Use of Days from the Sick Leave Bank.**

1. The non-tenured certified employee must be a member of the Sick Leave Bank.
2. Have a demonstrable reason to use sick leave as permitted by law.
3. Submit a physician’s statement verifying the illness or accident, which makes it impossible for the employee to perform his/her assigned duties.
4. Have exhausted his/her accumulated sick leave and personal leave days.

**D. General Provisions.**

1. When the number of days accumulated in the Sick Leave Bank is less than the number of days needed, the Sick Leave Bank Committee may request one (1) additional day of sick leave from its members. Such contributions shall be voluntary. Failure to contribute shall not result in removal from the Sick Leave Bank.
2. Certified Staff members covered by the Certified Contract negotiated by the Teachers' Federation of Park Forest, Local #604, IFT-AFT, AFL-CIO may return one (1) day of sick leave each year to the Board of Education. Such returns must be made between September 1<sup>st</sup> and September 15<sup>th</sup> of each year. The Board of Education shall at its October meeting direct the transfer of the number of days returned by Certified employees to the Sick Leave Bank.
3. An announcement shall be made to certified staff prior to September 1<sup>st</sup> to inform them of the option to contribute to the sick bank.
4. The Board of Education shall make a one-time contribution of 100 days for the start of the Sick Leave Bank. Thereafter, the Board of Education may contribute days on a voluntary basis.
5. When an employee files and receives benefits for disability payments with TRS, and/or Social Security Administration, and/or Workman's Compensation, such application shall be deemed notice to the Sick Leave Bank Committee of relinquishment of all future participation in the Bank with respect to such illness or disability, effective with the implementation of such payments. In addition, if there are any financial settlements related to an accident, then the affected employee relinquishes their participation in the Bank with respect to said accident.
6. If a member of the Sick Leave Bank is denied their request, they shall have an opportunity to appeal to the Sick Leave Bank Committee to review their appeal.
7. Returning members of District #163 may contribute days of sick leave to the Sick Leave Bank.

**E. Indemnification.**

The members in the Sick Leave Bank, and Local #604, IFT-AFT, AFL-CIO, which represents both the certified and classified employees in District #163, hereby indemnify, save, release, and hold harmless the Board of Education, its members, employees, agents, administrators and attorneys from any and all causes of action which may raise out of their administration in granting or denying the benefits under the Sick Leave Bank.

**Section 71. Internal Substitution**

- A. Teachers at Michelle Obama School of Technology and the Arts and Barack Obama School of Leadership and STEM shall be reimbursed at the rate of one-sixth (1/6) of their regular daily salary for each period they agree to substitute.
- B. Teachers at schools other than Michelle Obama School of Technology and the Arts and Barack Obama School of Leadership and STEM will be reimbursed at the rate of one-tenth (1/10) of their daily salary for each period they substitute.
- C. All teachers shall be reimbursed for internal substitution for the previous two (2) weeks and shall be given a copy of the report that is submitted to the Business Office.



**Section 72. Educational Attainment Salary Increases**

**A. All Teachers**

Teachers who attain a Master’s degree between the ratification date of this contract and the termination of this contract shall be placed at the appropriate step and lane on the attached salary so long as their coursework complies with Section B below. Teachers who have completed coursework of thirty (30) hours of post-Master’s degree education between the ratification date of this contract and the termination of this contract shall be placed at the appropriate step and lane on the attached salary so long as their coursework complies with Section B below.

**B. Criteria for Coursework**

In order to receive the educational attainment increase advancement on the salary schedule referred to in section A, the coursework must be:

1. Pre-approved by the Superintendent or his/her designee;
2. Earned after the last highest degree earned;
3. From a nationally accredited college or university; and
4. Related to the teacher’s current professional assignment and of value to the educational program of the District.

Teachers may choose to submit their entire educational attainment plan to the Superintendent or his/her designee for approval before beginning the plan’s coursework. In the event the Superintendent or his/her designee denies an educational attainment plan, the Superintendent or his/her designee will give the teacher an explanation as to why. Within thirty (30) calendar days of the submission of the educational attainment plan, teachers shall be given written documentation of the Superintendent's decision and explanation.

In order to be eligible for the noted educational attainment increase, the teacher must successfully complete the course with a grade of “B” or better or “Pass” if the course is “Pass/Fail”. Additionally, official evidence of course completion must be submitted by October 1<sup>st</sup> in order for the salary increase to be effective at the start of the school year. Official evidence of course completion submitted by February 1<sup>st</sup> will make the salary increase retroactive to the beginning of the 2<sup>nd</sup> semester. An official evidence of course completion submitted after February 1<sup>st</sup> will make the salary increase effective at the start of the next school year.

**C. Attainment of Endorsement**

Teachers who attain an endorsement to their license between the ratification date of this contract and the termination of this contract will receive a one-time stipend of \$1,500.00 if the coursework leading to the endorsement complies with Section B above.

**Section 73. Professional Reimbursement**

**College Credit.**

- A. College credit hours shall be reimbursed up to a maximum of Twenty-five (25) units beyond the baccalaureate and Twenty-five (25) Units beyond the master’s degree.
- B. Each semester hour shall be reimbursed at the rate of One Hundred Seventy-Five Dollars (\$175) per hour.

- C. Requests for college credit reimbursement shall be accompanied by Official transcripts.
- D. Teachers shall receive no more than One Thousand Five Hundred Seventy-Five Dollars (\$1,575) in any contract year.
- E. In order to be eligible for this reimbursement, the teacher must successfully complete the course and/or credit hours with a grade of “B” or better or “Pass” if the course is “Pass/Fail”.

**Leadership Positions.**

Teachers who serve in leadership positions on an annual basis shall receive the amount indicated below for their service. The following positions are recognized for compensation:

- A. All Members of SEEK shall receive forty (\$40) per hour for attendance at a meeting.
- B. The Chairperson and Secretary of SEEK shall receive an additional One Hundred Fifty (\$150) stipend for their full year of service.
- C. Professional Learning Communities Team Leaders shall receive a Seven Hundred Fifty Dollars (\$750) stipend per year of service for taking notes and reporting to the principal, and an additional Forty Dollars (\$40) per hour for additional meetings before and/or after school with the principal. Stipends of any additional Leadership Positions, as approved by the Superintendent, shall be negotiated between the UNION and the BOARD.

**Section 74. Part-Time Teachers**

Part time teachers shall receive added compensation equivalent to one-half (1/2) day’s pay when required to attend county institutes or in-service workshops beyond their Contractual hour with the exception of the regularly scheduled Tuesday faculty meetings.

**Section 75. Summer School**

All teachers working in any professional capacity for the District during the summer will enter into a Contract for said work. Written Agreements shall be issued prior to the close of the school year covering the period and compensation for summer work. Teachers shall be notified of professional opportunities for summer employment in the District as they arise prior to the closing of school. In filling summer school positions teachers currently employed by the District shall be given priority over out-of-district teachers, provided that qualifications are equal.

**Section 76. Medical Examination**

The cost of any physical examination subsequent to that required of new employees under Section 24-5 of the School Code, which the BOARD requires, shall be paid in full by the BOARD.

**Section 77. Mileage Allowance**

Teachers who are required to use their automobiles for servicing more than one building during the school day are to be reimbursed on a mileage basis at the rate equal to the latest ascertainable rate allowed by the IRS for Business Travel Deductions. Such servicing shall be with the prior approval of the Superintendent.

**Section 78. Occupational Hazards**

The BOARD recognizes occupational hazards of teaching young children: quarantinable contagious diseases and accidents occurring in the line of duty on the school premises during school hours. If a teacher causes the School Employees Loss Fund’s (SELF) Employee’s Report of Injury Form to be sent electronically to the Payroll or Business Office of the District within seventy-two (72) business

hours of a reportable disease or accident, the BOARD will provide a teacher with full pay for up to ninety (90) days which a teacher is absent due to the usual quarantine or convalescent periods. Such days will not be charged against any teacher's paid leave. After ninety (90) days, the teacher will be required to use accumulated sick leave in order to receive full pay. The teacher shall submit a physician's statement concerning such illness or convalescence and the period of time needed for proper quarantine or convalescence. Any amounts received under Worker's Compensation or under the Occupational Diseases Act shall be deducted from such pay.

Teachers shall report quarantinable contagious diseases and/or accidents as a result of school duties as soon as possible to their administrator/supervisor and the Payroll Benefits Clerk.

### **Section 79. Court Appearance**

Any teacher called for Jury Duty will be excused for the amount of time required to complete the obligation and will receive regular pay. In cases where the teacher received a subpoena to serve as a witness in a legal action or where the teacher is a plaintiff or defendant in a court action, one (1) day's paid leave shall be granted for such purpose provided the teacher has exhausted all of his/her available personal leave days. If, however, the teacher is subpoenaed to serve as a witness on behalf of the District in a court action in which the District is named as a plaintiff or defendant and the teacher is asked to serve in his/her capacity as an employee of the District on the District's behalf, the teacher shall be provided regular pay for the amount of time required to complete the obligation.

### **Section 80. Insurance**

- A. The BOARD shall provide all full-time employees covered by this Agreement with health insurance benefits in the District Major Medical Plan. The BOARD shall maintain the stipulated benefits for the term of the Agreements, except as provided in Paragraph D.
- B. The BOARD shall contribute 85% of individual HMO premiums and 75% of individual PPO premiums. In addition, the BOARD will pay Four Hundred Dollars \$400 per month towards the monthly premium for dependent coverage, for employees who choose to participate.
- C. The BOARD shall contribute Thirteen Dollars (\$13) per month for employees who choose to participate in the District Dental Plan.
- D. The BOARD or its designee shall meet with the UNION to examine alternatives which may affect economies in premium costs. The BOARD and UNION may agree to change, delete, or modify the specifications of the District Major Medical Plan/District Dental Plan. In the event that both parties do not agree on plan design changes, the unchanged plan will remain in effect. The UNION may propose a change in insurance carriers, but any change in carrier shall be by mutual agreement.
- E. Any teacher with twenty (20) years of experience in District 163 who retires from this District and full time education employment shall be allowed to stay in the District Group Insurance Program from age fifty-five (55) to sixty-five (65) by prepaying the premium on a monthly basis on or before the first date of each month in which retirement is taken. The BOARD shall notify each teacher thirty (30) days prior to the renewal of the District health insurance, of the amount due each month.
- F. The BOARD shall provide Fifty Thousand Dollars (\$50,000) of Life and Accidental Death or Dismemberment insurance for all full time employees covered by this Agreement.

- G. For part time employees who choose to be covered, the BOARD shall pay premiums on all insurance on a pro rata basis.
- H. Health Insurance Committee. The BOARD and the UNION agree to establish a District-wide Health Insurance Committee. The composition of the Committee will be the Board President, Finance Committee Chairperson, Superintendent, Business Manager, and Union President(s). The District's Insurance Broker will participate as necessary. The purpose of this Committee is to review and recommend options to contain or reduce costs of the District's group health insurance plans (medical and dental). The Committee will meet as often as deemed necessary, but no fewer than two times per year. Working collaboratively, Committee recommendations will be made by consensus. Committee recommendations will be made to the Superintendent and must be approved by the BOARD.

**Section 81. Sick Leave**

- A. Teachers shall be notified in writing by November 1<sup>st</sup> of the amount of their accumulated sick leave.
- B. Each teacher shall be entitled to annual sick leave based upon the teacher's accumulated sick leave as follows:

No. of Accumulated Sick Leave Days	Annual Sick Leave Allocation
Less than 75	12
75 – 99	15
100-150	18
151-199	22
200+	30

- C. The determination of the annual sick leave allocation shall be based on the teacher's accumulated sick leave as of the last teacher workday of the previous year. Part time teachers and those hired during the year shall have sick leave in proportion to the amount of time or part of the year for which they are employed. The unused days may accumulate without limitation for full-time teachers and will be prorated for teachers working less than full-time.
- D. Sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Sick leave for birth is limited to thirty (30) workdays that are contiguous to the birth, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to 30 workdays that are contiguous to the adoption or placement for adoption. Immediate family shall be defined as spouse (or partner in a legally recognized civil union), children, parents, brothers, sisters, grandchildren, and grandparents, all of whom may be by marriage or by blood, foster parents, siblings, and legal guardians.

**Section 82. Bereavement Leave**

In an effort to prevent undue hardship to teachers who experience a death in their immediate family, as defined in Section 81, four (4) nonconsecutive days of bereavement leave per incident without deduction in salary, will be provided.

**Section 83. Personal Leave**

In an effort to prevent undue hardship to teachers who must be absent from school to attend to urgent personal business, two (2) days personal leave without deduction in salary will be provided. If not used these days shall be accumulated as sick leave. This change will allow unlimited accumulation of unused personal leave days as sick days. Personal leave may be used for the following purposes:

- A. Personal matters which cannot be attended to conveniently at a time other than during the school day.
- B. Unavoidable detainment shall apply when a teacher is prevented from reaching school because of circumstances beyond his/her control such as extreme adverse weather conditions or transportation failure.
- C. In other than emergencies, the principal must be notified in writing on Personal Leave forms not later than three (3) days prior to the leave. In the event of emergencies, the principal must be notified in writing not later than two (2) days after the employee returns.

**Section 84. Extended Service Positions**

- A. A list of all vacant Extended Service positions as specified in Section 85 shall be posted on the bulletin board of each school office and via District email as vacancies occur. Notice to teachers of the vacancy must be at least five (5) school days before the position is filed permanently. Interested teachers shall apply for program coordinator positions to the Superintendent. Teachers interested in the other positions should apply to the Building Principal. Applications for all positions shall be in writing. Extended Service positions shall be reimbursed as provided in the schedule. If no teachers apply for a position, classified employees may apply for the position.
- B. Individuals who have Extended Service positions shall be relieved of them only for cause and shall retain such positions from year to year unless otherwise notified in writing with reasons given prior to April 1<sup>st</sup> of the preceding year. Individuals in such positions must notify the Personnel Office in writing on or before April 1<sup>st</sup> if they plan to continue in the position for the next school year.
- C. Job descriptions shall be written by the Administration, in consultation with the employee holding Extended Service positions. When completed the job description shall be filed with the Superintendent/UNION. The description shall not be changed without prior consultation with the employee holding Extended Service positions.
- D. The BOARD and UNION agree that the Extended Service positions shall remain filled provided a sufficient number of teachers apply and at least eight (8) students are participating in each activity. If less than eight (8) students participate in an activity during the first two (2) weeks, the BOARD may cancel the activity. No deletions of these positions shall be made except as provided in Section 2, Paragraph 1 of the Agreement.
- E. The positions listed in Section 85, Extended Service, are the only recognized, authorized Extended Service positions. Any other positions shall be terminated unless they have received prior approval of the BOARD and have been agreed to by the UNION.

- F. Individuals who hold Extended Service Positions shall have their Extended Service Salary distributed equally in twenty (20) paychecks from October to June. If either side wishes to change or alter the Extended Service payments of twenty (20) equal payments schedule they may do so in compliance with Section 2, Maintenance of Contract. Individuals who hold seasonal positions shall be paid in separate checks in either December or May, after the conclusion of their Extended Service positions.
- G. Teachers will be limited to three (3) Extended Service positions. (Individuals who held more than three as of the 2000-01 school year may continue to do so.)

**Section 85. Extended Service Salary Schedule**

<b>Position</b>	<b>School</b>	<b># of Staff</b>	<b>2023 – 2027 Stipend Amount</b>
Art	Barack	1	\$2,000
Art	Michelle	1	\$2,000
Athletic Director	Michelle	1	\$5,000
Band	Michelle	1	\$3,500
Basketball - Boys 8th	Michelle	1	\$3,000
Basketball - Girls 8th	Michelle	1	\$3,000
Basketball - Boys 7th	Michelle	1	\$3,000
Basketball - Girls 7th	Michelle	1	\$3,000
Books - Home Games	Michelle	1	\$75 per Game
Scoreboard - Home Games	Michelle	1	\$75 per Game
Entrance Fee Collections-Home Games	Michelle	1	\$75 per Game
Cheerleading - 7th grade	Michelle	1	\$1,864
Cheerleading - 8th Grade	Michelle	1	\$1,864
Chess Club	Barack	1	\$1,100
Chess Club	Michelle	1	\$1,100
Coding Club	Barack	1	\$925
Coding Club	Michelle	1	\$925
Cross Country - Boys	Michelle	1	\$1,700
Cross Country - Girls	Michelle	1	\$1,700
Dean	Barack	TBD	\$4,200
Dean	Michelle	TBD	\$4,200
Drama	Michelle	1	\$925
Flags	Michelle	1	\$925

Horticulture / Science	Michelle	1	\$925
Intramurals (3 - 6)			\$475
Jazz Band	Michelle	1	\$3,500
Lunchroom Supervision - 1 person per lunchroom space	21 <sup>st</sup> Century	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Algonquin	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Blackhawk	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Mohawk	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Barack	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Michelle	TBD	\$1,750
Lunchroom Supervision - 1 person per lunchroom space	Michelle	TBD	\$1,750
Media / Tech (Broadcasting)	Barack	1	\$2,000
Media / Tech (Broadcasting)	Michelle	1	\$2,000
Morning Door Duty	ALL	TBD - based on need	\$400 per quarter
Afternoon Door Duty	ALL	TBD - based on need	\$400 per quarter
National Junior Honor Society	Michelle	1	\$1,300
Newspaper	Michelle	1	\$1,015
Performing Arts (Set Design)	Michelle	1	\$3,000
Robotics	Barack	1	\$925
Soccer - Boys	Michelle	1	\$1,700
Soccer - Girls	Michelle	1	\$1,700
Staffing Coordinator <220 Students Per School	ALL	1	\$2,500
Staffing Coordinator >=220 Students Per School	ALL	Except Michelle (2 positions)	\$3,000
Stock Market	Barack	1	\$925

Stock Market	Michelle	1	\$925
Student Council	Barack	1	\$1,300
Student Council	Michelle	1	\$1,300
Track - Boys 8th	Michelle	1	\$1,700
Track - Girls 8th	Michelle	1	\$1,700
Track - Boys 7th	Michelle	1	\$1,700
Track - Girls 7th	Michelle	1	\$1,700
Vocal Music (6-8)	Michelle	1	\$3,500
Vocal Music (4 / 5)	Michelle	1	\$2,000
Volleyball - Girls 8th	Michelle	1	\$2,700
Volleyball - Girls 7th	Michelle	1	\$2,700
Volleyball - Boys 8th	Michelle	1	\$2,250
Volleyball - Boys 7th	Michelle	1	\$2,250
Yearbook	Michelle	1	\$1,500

\*Bus or buses covered by this agreement shall be regular education buses, which are contracted by the district.

\*\*Primary schools may choose only one.

Intramurals/Activities: May include, but are not limited to, debate, show choir, bowling, dance, golf, tennis, and STEM. The BOARD will determine who is best qualified to hold these positions and may go outside of the bargaining unit to fill the positions. The total amount allocated to this area is \$5,412.00.

**Section 86. Extended Service Positions Committee**

1. Prior to the start of the start of each negotiating period, a group of administrators, selected by the Superintendent, and teachers, selected by the Union Presidents, shall convene to review, and revise the current Extended Service positions. The number of members on this committee will be determined by the Superintendent and Union Presidents.

The Committee will perform the following duties:

- a. Review the Extended Service job descriptions to ensure accuracy and currency. Committee recommendations for changes to job descriptions will be made to the Superintendent and Union presidents no later than April 30<sup>th</sup> of each negotiating year.
- b. Review Extended Service stipends paid by members of the District’s athletic conference. The Committee will make recommendations for changes to the current stipends to the Board.
- c. Examine the need for the addition of elementary school clubs/stipend activities. The Committee may recommend to the Superintendent and Union Presidents a standard job description for any such clubs/stipend positions, taking into account



required levels of student participation, number and length of meetings, procedures for the institution of elementary clubs/stipend positions, and stipend amounts. Any such recommendations are due no later than April 30<sup>th</sup> of each negotiating year.

**Section 87. Incentives for Retirement**

This retirement incentive shall only be available commencing with the 2024-2025 school year and shall be available for eligible teachers with a retirement date of no later than June 30, 2030.

A. Eligibility

To be eligible to receive this incentive, a teacher must meet all of the following requirements:

1. Completed, as of the date of retirement, at least 20 years of full-time teaching experience as an employee of the BOARD; and
2. Meet the age and service requirements for participation in the Teachers' Retirement System of the State of Illinois ("TRS") Retirement Program and are not participating in the Early Retirement Option (ERO) Program of the TRS or any other program requiring a BOARD contribution.

B. Notice

Eligible teachers wishing to retire during the term of this Agreement must provide an irrevocable written notice to the Superintendent by May 1<sup>st</sup> commencing with the 2024-2025 school year. This notice may not indicate a retirement date later than June 30, 2030.

C. Benefit

1. Salary Increase

As a voluntary retirement benefit for bargaining unit members who qualify as provided above, the BOARD agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's prior year's reported TRS creditable earnings for each remaining year of the teacher's employment in the District beginning with the school year in which notice is given in lieu of any other raise, step, or other creditable earnings increase to which the teacher may otherwise have been entitled.

A retiring teacher may receive no more than four (4) years of 6% creditable earnings increases under this program. It is the intent of the parties that the 6% increases will be paid in the teacher's final years of employment. A teacher for whom an extra-duty stipend was part of the teacher's creditable earnings in the school year in which notice is given and who elects not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increase provided under this program for each remaining year. Under no circumstances may a teacher participating in this program receive creditable earnings increase for more than 6% over the teacher's prior year's creditable earnings.

D. Duration

The District Retirement Plan, as set forth in this Article, will only be available for the duration of this Agreement. In order to receive the benefits, set forth in this Article, a teacher must elect to retire effective no later than June 30, 2030. Participating teachers,

who elect to retire under the provisions of this Article and not later than June 30, 2030. will receive the benefits of and only the benefits of this Plan. Regardless of the participation and experience in the implementation of this Agreement, in no event will this Agreement create an expectancy of a property interest among teachers, who have not submitted an irrevocable letter of intent to retire to the Superintendent by May 1<sup>st</sup>, 2027 in accordance with the terms of this provision. Nothing in this Agreement, however, will be deemed to prohibit the parties from mutually agreeing to amend this Plan or to continue this Plan during or after the term of this Agreement.

Notwithstanding anything in this Agreement to the contrary, under no circumstances whatsoever during the term of this Agreement shall any bargaining unit member who has or will (during the term of this Agreement) submit an intent to retire receive an increase in creditable earnings in excess of 6% from one year to the next. Any bargaining unit member who has or will (during the term of this Agreement) submit an intent to retire, and who receives an increase in creditable earnings in excess of 6% from one year to the next, shall receive the dollar amount in excess of six percent in the form of a lump sum post-retirement stipend to be paid sixty days after their date of retirement.

In any year, the BOARD may limit the number of retirees to 30% of those eligible based on seniority. The BOARD may exceed such cap in any year without establishing a waiver, percent, or practice; unused eligibility shall accumulate.

**Section 88. Signature Page**

This contract represents the full commitment between the UNION and the BOARD. Any modifications, additions, deletions, or letters of agreement shall be with the full knowledge of the UNION and shall be approved by the BOARD.

\_\_\_\_\_  
Teachers' Federation of Park Forest  
President (Date)

\_\_\_\_\_  
Board President (Date)

\_\_\_\_\_  
Board Secretary (Date)