OFFICIAL COPY

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION, SCHOOL DISTRICT #67 MORTON GROVE, ILLINOIS

AND THE

GOLF TEACHERS AND SUPPORT STAFF UNION LOCAL 1274, IFT/AFT, AFL-CIO

> July 1, 2023 Through June 30, 2026

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PREAMBLE

This Agreement is made and entered into by and between the Board of Education, District Number 67, Cook County, Illinois (hereinafter referred to as the "Board"), and the Golf Teachers and Support Staff Union, a Council of Local 1274 of the American Federation of Teachers (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union, an affiliate of Local 1274, IFT/AFT, AFL/CIO, as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all full-time and regularly employed part-time certified employees including classroom teachers, special education teachers, librarians, psychologists, social workers, speech therapists, reading specialists and school nurses, and all full and part time teacher assistants, health assistants, registered nurses, secretaries, business services assistants, custodians, maintenance workers, technology aides, facilitators of instructional technology, and data specialists. Excluded are full-time and regularly employed part-time superintendent, business coordinator or manager, principals and assistant principals, directors of student services, bookkeeper, recess/lunch supervisors, and all whose positions are defined as exempt by the Illinois Education Labor Relations Act.
- B. The term "teacher" as used in this Agreement shall refer to all certificated (PEL-licensed) employees included in the bargaining unit defined above. The term "support staff employee" shall refer to all other non-certificated employees in the bargaining unit above. The term "employee" or "bargaining unit member" shall refer to all employees in the bargaining unit defined above.
- C. The Board agrees not to bargain with any group other than the Union on matters of wages, hours, terms and conditions of employment during the term of this Agreement, provided, however, that 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 II- DEFINITION OF RESPONSIBILITIES AND RIGHTS

A. **MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- full and exclusive control of the management of the District, the supervision
 of all operations, the methods, processes, means and personnel by which
 any and all work shall be performed, the control of property and the
 composition, assignment, direction and determination of the size and type of
 its working forces;
- 2. the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- the right to change or introduce new operations, methods, processes, means
 of facilities, and the right to determine whether and to what extent work shall
 be performed by employees;
- 4. the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and layoff employees; and
- the right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an. orderly, effective and efficient operation.

B. **MANAGEMENT GUARANTEE**

Maintenance of management rights does not preclude individual bargaining unit members, or the Union, from requesting consultation or from presenting recommendations. Consideration shall be given to issues of working conditions that enhance efficiency or improve the teaching environment.

C. NO STRIKE AND NO LOCKOUT

The Union agrees not to strike, not to engage in any boycotts or work stoppages, and not to picket in any manner which would interfere with any function or operation of the schools of District 67 for the life on this Agreement.

The Board shall not lock out any bargaining unit members covered by this Agreement during the term of this Agreement.

D. **EQUAL BENEFITS TO ALL BARGAINING UNIT MEMBERS**

The Board and the Union agree that the benefits and terms of any and all agreements and decisions arrived at through negotiations between the Board and the Union shall apply equally to all employees in the bargaining unit without regard to their membership or lack of membership in any employee organization.

E. OBLIGATION TO NEGOTIATE IN GOOD FAITH

The Board and Union agree to negotiate in good faith, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

F. **NEGOTIATIONS**

The respective negotiating representatives of the Board and the Union shall have the necessary power and authority to make proposals and counterproposals during negotiations and to be able to reach tentative agreements.

G. **BULLETIN BOARDS**

The Union shall be provided with bulletin board space in each school. No person except a Union designee shall post or remove material from the bulletin board.

H. MAIL FACILITIES

The Union shall have the right to communicate with members of the bargaining unit by means of teacher mailboxes and/or District email, so long as such communication does not interfere with instruction or violate any law.

I. <u>USE OF BUILDINGS</u>

The Union shall have the right to use school buildings for Union meetings provided that the building principal is notified twenty-four (24) hours before any such meetings, and that such meetings are during non-school hours and do not interfere with any facet of the school's educational, administrative or extracurricular program.

J. SCHOOL PROPERTY

Duly authorized representatives of the Union shall have the right to transact official Union business on school property before or after regular duty hours and during the lunch time of bargaining unit members, provided that this right does not interfere with normal school operations. No Union views on matters relating to School Board-teacher relationships or supervisor-teacher relationships shall be discussed in the presence of students.

K. <u>UNION'S RIGHT TO INFORMATION</u>

The Board shall furnish the Union with the following documents and kinds of information at the same time they are furnished to members of the Board of Education:

- 1. unofficial Board minutes; .
- unofficial monthly budget summary;
- 3. the last tentative final budget.

The Board shall also give to the Union, upon request, annual auditor's report; names and addresses of all bargaining unit members; statistical information (not including bargaining unit members' names) pertaining to each bargaining unit member's salary, professional growth status and present insurance coverage as long as data requested shall not cause the central office staff to create new documents.

L. RECOGNITION OF THIS AGREEMENT

Each bargaining unit member shall be given a copy of this Agreement which shall become the property of the member. A copy of the Board Policy Manual shall be made available to bargaining unit members in each school office and in the media center of each school.

M. RESOLUTION OF QUESTION

The Union and the Board or its designee shall meet within ten (10) days of the request of either party for the purpose of resolving questions concerning the implementation of this Agreement, unless some other date is mutually agreeable.

N. PUBLIC MEETINGS

Board members shall discourage citizens from using Board meetings to criticize the competency of individual bargaining unit members.

O. RIGHT TO ADDRESS THE BOARD

The Union President or his/her designee shall have the right to address the Board, early in the evening, during regularly scheduled Board meetings.

The GTA Union President shall be added to the list of organizations and individuals who are mailed copies of Board meeting announcements and agenda.

P. **DUES DEDUCTION**

The Board, upon the receipt of a written authorization from the employee as provided by the Union and in accordance with the Union guidelines and procedures, shall deduct twice each month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall annually certify the amount of dues to the Board before October 1 by providing a list of each employee who has authorized dues deductions and the IFT approved Payroll Deduction Authorization form (attached hereto as Appendix A).

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit or assignment furnished under any of such provisions. This shall include reimbursement and payment to the District of any and all attorney fees, costs or damages incurred by or advanced against the School District arising out of such action.

Q. FAIR SHARE

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the Fair Share provision included in prior collective bargaining agreements between the Board and the Union, or in reliance on any list, notice, certification affidavit or assignment furnished under any of such provisions. This shall include reimbursement and payment to the District of any and all attorney fees, costs or

damages incurred by or advanced against the School District arising out of such action.

R. **COPE DEDUCTION**

Prior to October 1 of each school year the Union may submit to the Board a list of bargaining unit members covered by the Agreement who have previously submitted written authorization cards which have not been revoked authorizing the teacher's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE). The list shall be alphabetized, shall list the bargaining unit member's social security number, and shall set forth the aggregate amount to be deducted from all members on the list. The Board, upon the timely receipt of said list, shall deduct the authorized amount from the member's pay as a one-time deduction and remit such deduction to the North Suburban Teachers Union's Committee on Political Education (COPE). The Union accepts all liability with. respect to the accuracy of the listing of members and other required data submitted to the School District.

The authorization cards which shall be maintained by the Union and made available to the Board upon reasonable request, shall be in the following form:

I hereby authorize the Board of	Education to deduct from my salary, during the last pay
period in October only, the sum	of \$ and to forward that amount to the
North Suburban Teachers Unio	on's Committee on Political Education (COPE). This
authorization shall continue in ef	ffect from year to year unless revoked by me in writing
prior to October 1 of any scho	ol year, or upon termination of my employment. This
authorization is voluntarily made	on the specific understanding that the signing of this
authorization and the making of	payment to COPE are not conditions of membership in
the Union or of employment with	the District.
	NAME
	DATE
	SOCIAL SECURITY NUMBER

ARTICLE III - MEMBERS' INDIVIDUAL RIGHTS

A. <u>MEMBERSHIP IN ORGANIZATIONS</u>

Bargaining unit members shall have the right to join or not join professional organizations.

B. **INDEMNIFICATION**

The School Board agrees to indemnify teachers against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

C. **ACADEMIC FREEDOM**

Bargaining unit members shall have the right to choose and use learning materials and other resources and to structure learning activities according to their professional judgment within parameters established by the Board of Education and/or administration.

D. MEMBERS' NON-SCHOOL ACTIVITIES

Neither the Board nor the administration shall make regulations that attempt to govern bargaining unit members' non-school activities unless such activities interfere with the ability of the teacher or teachers to appropriately perform assigned duties.

ARTICLE IV - GRIEVANCE PROCEDURE

A. **DEFINITION**

Any claim by the Union or a bargaining unit member that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

B. **GRIEVANCE PROCESS**

Step 1 - Informal Process

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the immediately involved supervisor.

Step 2 - Supervisor level

If the grievance cannot be resolved informally, the bargaining unit member and/or Union shall present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the facts in the grievance, the section or sections in the Agreement allegedly violated and the remedy requested. Such grievance shall be filed within twenty (20) days of the occurrence giving rise to the grievance, or within twenty (20) days of the date the grievant should reasonably have known of such occurrence, whichever is later. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

Step 3 - Superintendent level

If the grievance is not resolved at Step 2, the bargaining unit member and/or the Union may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step 2 answer. Within ten (10) days thereafter, a meeting shall be held at a time mutually agreed to by all parties concerned. Within ten (10) days after such meeting, the Superintendent or designee shall

communicate his/her decision in writing, together with the supporting reasons, to the Union/grievant.

Step 4 - Arbitration

If the Union is not satisfied with the decision at the Third Step, the Union may refer the grievance to binding arbitration with twenty (20) days after the decision has been provided at the Third Step. The American Arbitration Association shall act as the administrator of the proceedings unless the parties shall agree upon an alternate procedure. The arbitration hearing shall be scheduled at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall submit his/her decision in writing which shall be final and binding on the parties. The arbitrator, in his opinion, shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and the American Arbitration Association shall be shared equally by the parties. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

C. TIME LIMITS

- 1. The term "days" as used herein shall mean days on which the District Business Office is open.
- 2. The failure of the grievant or the Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to

meet the time limits prescribed in this Article, the grievance shall be advanced to the next step.

3. Time limits may be extended by mutual agreement.

D. **GENERAL PROVISIONS**

- Meetings, conferences and hearings under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as feasible, after work hours. When such meetings, conferences and, hearings are held during work hours, all teachers whose presence is required shall be excused from work to the extent required without loss of pay or benefits.
- 2. No bargaining unit member shall be required to meet with an Administrator at any stage of the grievance procedure without Union representation.
- 3. The parties may by mutual agreement agree to bypass any step of the grievance procedure.
- 4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.
- 5. Bargaining unit members shall be free to lodge and persevere in a grievance without interference or penalty.
- 6. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Union in writing of all meetings and of the resolution of the

grievance at any level. However, in no event shall the grievance be resolved in a manner inconsistent with the terms of this Agreement.

- 7. Bargaining unit members covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation.
- 8. It is agreed that any investigation or other handling or processing of any grievance by the grieving bargaining unit member or Union representatives shall be conducted so as to result in no interference with or interruption of the instructional program and assigned work activities of the teaching staff.

ARTICLE V - MEMBER PERSONNEL FILE

- A. Only one official personnel file shall be maintained by the Board. One major purpose of this file shall be to provide the bargaining unit member with a single location where he/she can find any and all evaluations, letters, reports, transcripts, memoranda and other documents or materials that exist in the District or that have been attached by administrative personnel relating to the nature and quality of the bargaining unit member's service and professional conduct.
- B. Bargaining unit members shall have access during regular office hours to all materials in his or her official Board file, except those records that are exempt from inspection under the Personnel Records Review Act (820 ILCS 40/10).
- C. Neither a bargaining unit member's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the member; provided, however, such file shall be available to the Board and its agents, appropriate administrators or as may be required by law.
- D. Bargaining unit members shall be allowed one copy without cost and may copy, at their expense, any part of their file, except those records that are exempt from inspection under the Personnel Records Review Act (820 ILCS 40/10).
- E. Upon request, the District shall provide a written receipt for any items so copied.
- F. Bargaining unit members shall have the right to add dissenting or explanatory material to any documents or other pieces of material on file, provided such shall be submitted within twenty (20) school days of the teacher's receipt of the material.

ARTICLE VI- EVALUATION OF TEACHERS

A. **PERFORMANCE EVALUATIONS**

The evaluation of teacher performance is subject to the Illinois School Code. The District evaluation plan shall be developed and maintained in accordance with the Illinois School Code by the District in consultation with the District Evaluation Committee. This Committee, which will comprise of 3 members of the Administration and 3 teachers (at least one from each school) shall meet annually to review the current Teacher Evaluation Plan and may submit any recommended changes to the Board and the Union by the last student attendance day of each school year. The parties agree that to the extent permitted by law all past, present and future substantive aspects of both the Teacher Evaluation Plan and a teacher's individual evaluation (including the evaluator's assessment, judgments and ratings) ARE NOT mandatory subjects of bargaining and are NOT grievable or arbitrable, but the District's development of the substantive aspects of the Teacher Evaluation Plan shall be consistent with its obligations under the *School Code* and the IELRA. However, the parties further agree that all procedural aspects of the evaluation plan ARE mandatory subjects of bargaining and that those procedural aspects of the evaluation plan included in the Agreement ARE both grievable and arbitrable.

B. **SUBSTITUTE TEACHERS**

Substitute teachers shall not be required or requested to complete evaluations of the absent teacher's instructional work.

C. OBSERVATION AND RECORDINGS OF TEACHERS' ACTIVITIES

Neither the Board nor the administration shall by photographic or other mechanical means monitor or record or listen to classroom proceedings or other activities conducted with students without the teacher's consent.

D. **REBUTTAL**

If the teacher feels his/her written observation report (formal or informal) and/or summative evaluation is incomplete, inaccurate or unjust, the teacher may put his/her objections in writing. Both the teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written document, provided the teacher has submitted such objection to the evaluator within twenty (20) school days of the teacher's receipt of the document. Beginning with the 2013-2014 school year, the District shall maintain an evaluation file for each teacher, which shall include all written observation/evaluation documents and any attached written objections. In addition, a copy of all written summative evaluations and any attached written objections shall be placed in the teacher's personnel file. Documents maintained in a teacher's evaluation file shall be considered a part of the teacher's personnel file, although such documents may be maintained separately.

E. **CONSULTING TEACHER**

A consulting teacher shall receive compensation as released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher and/or compensation as a stipend which shall be acceptable to the Union and the consulting teacher.

ARTICLE VII - DISCIPLINARY ACTION

A. <u>COMPLAINTS AGAINST MEMBERS</u>

Any complaint or written document regarding a bargaining unit member made to or given to a Board member or administrator by any other person shall be brought to the attention of the member if the complaint or written document is to form the basis of any disciplinary action toward the member, or if the complaint or written document is to be placed in the member's personnel file, in which case, a copy shall be given to the member, and the member shall acknowledge receipt thereof.

B. **DISCIPLINARY APPEARANCE**

When an administrator requires a meeting with a bargaining unit member for: (1) an investigatory conference from which the member has a reasonable expectation discipline might result; or (2) the purpose of communicating a recommendation for discipline, the member shall receive an email (or other written communication) informing him/her of the time and location of the meeting and of his/her right to have Union representation present.

When the Board requires a meeting with a bargaining unit member, the member shall be given reasonable advance written notice of such meeting and the nature of the possible disciplinary action. A member shall have the right to be accompanied by a Union representative at any such meeting with the Board. In the event the representative chosen is other than a Union representative, the Union President shall be given notice of any disciplinary action taken or recommended within a reasonable time following such meeting.

C. **DISCIPLINARY PROCEDURE**

A bargaining unit member shall not be suspended without pay without just cause.

ARTICLE VIII - WORKING CONDITIONS

A. **CALENDAR**

The Superintendent agrees to confer with the Union concerning the school calendar to be presented to the Board of Education for adoption.

B. **FACULTY MEETINGS**

Faculty meetings shall not be scheduled to conflict with the regular monthly Union meetings.

C. CLASSROOM ASSIGNMENTS

Teachers shall receive their tentative classroom assignments for the next school year no later than the final day of the previous school year. Assignments may be changed for emergency reasons upon notification to the teacher involved to meet the educational needs of students.

D. **TEACHING POSITIONS**

The Board agrees to provide written notification of teaching vacancies or teaching positions to those individuals who have on file with the Superintendent a request to be notified of specific vacancies. Such requests must be renewed annually.

E. WORK YEAR AND WORK DAY

 The school year shall provide one hundred seventy-six (176) student attendance days, four (4) full-day institute days and five (5) emergency days.
 Any emergency days not used for that purpose shall be taken from the school calendar at the end of the year and declared as holidays.

The Board shall also have the option of adding up to three (3) additional attendance days, not to exceed one hundred seventy-nine (179) student attendance days per school year, in each school year during the term of this agreement. Each teacher shall be paid for such days at a per diem rate of

1/180 of his/her annual salary. Such compensation shall be in addition to the teacher's regular salary and shall be paid pursuant to Section G of this Article. The Board shall provide the Union with written notice of its intent to exercise this option at least ten (10) working days prior to adopting the annual school calendar.

2. The Board agrees that it shall not increase the teacher's workday from that generally existing in the 2022-2023 school term. It shall be the responsibility of teachers to attend school functions within their building to ensure representation of the professional staff and supervision of pupils.

F. PREPARATION PERIODS

The Board guarantees that it shall give all teachers a minimum of two hundred twenty-five (225) minutes preparation time per week (which shall be prorated for shortened weeks) and at least one preparation period per day during the time children are present. To the extent that teachers are given preparation time above the minimum two hundred and twenty-five (225) minutes, the Superintendent or his/her designee may utilize up to sixty (60) minutes per week of such additional preparation time for professional development or training. The Superintendent or designee shall endeavor to schedule any such activities during common free periods, which may include the period of the workday following student dismissal.

G. **METHOD OF SALARY**

Bargaining unit members shall be paid on a semi-monthly basis (i.e., no later than the 15th and the 30th of each month) unless there are exceptional conditions prohibiting such payment.

For 10-month employees:

 Each member, at the beginning of the school year, shall have the option of receiving his/her salary payments on the basis of twenty (20) or twenty-four (24) pay periods.

- The first payroll of the school term will occur on the first eligible pay date after the start of the employee's work calendar. Prior to the start of the work calendar, Administration will inform employees of the date on which the payroll will occur.
- For any member opting for twenty-four (24) payments, the "summer checks" disbursement will be made on (or before) June 15.

H. EMERGENCY SCHOOL CLOSE-DOWN

In the event of an emergency school close-down, the administration shall make every reasonable effort to notify bargaining unit members as soon as possible.

I. DUTY-FREE LUNCH

For work days of at least five (5) hours, each bargaining unit member shall be entitled to a duty-free lunch period equal to the regular local school lunch period, but in no event less than thirty (30) minutes.

J. STUDENT ILLNESS

Whenever a child is sent home from school due to illness, the administration shall make effort to inform the appropriate teacher, or where applicable, the appropriate homeroom teacher. Any homeroom teacher so informed shall then inform all other teachers who would expect the child's attendance.

K. MUTUAL RESPECT

Bargaining unit members and administrators shall exhibit mutual respect for one another, particularly when students are present.

L. GRADE CHANGES

Grades given by teachers to students shall not be changed except where a principal initials said change and informs the teacher of the reasons.

M. **SUPPORT STAFF BREAKS**

Support staff employees shall be allowed to take one fifteen (15) minute break during the school day, provided the break does not substantially interfere with the operations of the school or District. The break schedule of classroom aides must be approved by the school principal, whose approval shall not be unreasonably withheld, and the classroom aide's teacher prior to taking the break.

N. **SUPPORT STAFF EVALUATIONS**

Support staff employees shall be evaluated yearly on a Board-approved evaluation instrument. Such instrument shall be disseminated to support staff upon hiring and each year thereafter during the first week of the school year.

O. **COMPENSATORY TIME**

Compensatory time shall be administered pursuant to Board Policy 5.310, Compensatory Time-Off.

P. <u>TEACHER ASSISTANT IN-SERVICE TRAINING</u>

The Board of Education authorizes an in-service training program, within the financial and budgetary abilities of the District, for the purpose of maintaining, renewing, and expanding the knowledge, skills, and abilities of para-professionals. The purpose of this program is to provide information on current and/or new procedures, methods, products, and equipment for the improvement of performance in the work of the District.

ARTICLE IX - SENIORITY

A. **SENIORITY DEFINED**

Teaching Staff

Teacher seniority shall be defined as the length of continuous service as a teacher and/or administrator in this District which, effective July 1, 2016, begins on the employee's first day of actual work as a teacher or administrator in the District.

Support Staff Employees

Seniority for support staff employees shall be defined as length of full-time continuous service within the employee's respective category of position. Seniority shall not transfer between categories. Accumulation of seniority shall begin with the support staff employee's first day of actual work in their respective category of position.

B. **RESOLVING IDENTICAL SENIORITY**

Teaching Staff

- If total years of service referred to in Section A are equal between two (2) or more teachers then seniority shall be determined by total service with the District in any capacity.
- 2. If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by the highest degree and hours earned. As an example, a teacher with a BA+24 would have more seniority than a teacher with a BA+10 and less seniority than a teacher with an MA+15.

- 3. If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by the total number of years in public education as a teacher and an administrator.
- 4. If total years of service referred to above are still equal between two (2) or more teachers, then seniority shall be determined by lot witnessed by the Union President and the administration.

Support Staff Employees

- 1. If two (2) or more support staff employees have equal seniority within the same category of position, then seniority shall be determined by total service with the District in any capacity.
- 2. If total years of service referred to above are equal between two (2) or more support staff employees, then seniority shall be determined by the date the Board took action to hire the support staff employees.
- 3. If total years of service referred to above are still equal between two (2) or more support staff employees, then seniority shall be determined by the drawing of lots.

C. CONTINUOUS SERVICE INTERRUPTION

Continuous service shall be interrupted by resignation, retirement or termination.

D. **SENIORITY ACCRUAL**

Seniority shall not accrue during any unpaid approved leave of absence of thirty (30) consecutive employment days or more, excluding any job related disability/injury. Employees who are transferred to District positions outside of the bargaining unit other than administration and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of time previously worked in positions covered by this Agreement.

E. **SENIORITY LIST**

Teaching Staff

The Board shall furnish the Union with an annual seniority list by February 1 and such list shall show the names of teachers in order of their district seniority.

Support Staff Employees

The Board shall furnish the Union with an annual seniority list by February 1 and such list shall show the names of support staff employees in order of their seniority in the following categories:

- 1. Teaching Assistant
- 2. Health Assistant
- 3. Registered Nurses
- 4. Secretaries
- 5. Business Services Assistants
- 6. Custodians Full-Time
- 7. Custodians Part-Time
- 8. Maintenance Workers
- 9. Technology Aides
- 10. Facilitators of Instructional Technology
- 11. Data Specialists

F. HONORABLE DISMISSAL OF TEACHERS

If removal or dismissal of a teacher results from a decision of the Board to decrease the number of teachers employed by the Board or from discontinuance of some particular type of teaching service, the District shall follow the procedures prescribed by state law. If the Board has any vacancies within the period from the reduction-in-force to the beginning of the second school term following such reduction-in-force the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in reverse order of reduction-in-force, so far as

they are legally qualified to hold such positions. If the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions, the recall period shall be extended as provided by the Illinois *School Code*.

Recall shall be in inverse order of reduction-in-force. The teacher must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance or rejection of any vacant position offered to the teacher during the recall period. Any teacher not then employed full-time by a public school district who rejects a tendered full-time position or any teacher who fails to notify the Board of his/her acceptance or rejection of a tendered position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the teacher did not work shall not be counted towards seniority.

G. HONORABLE DISMISSAL OF SUPPORT STAFF EMPLOYEES

Honorable dismissals of support staff employees shall be conducted in accordance with Section 10-23.5 of the *School Code*. In the event that custodians are honorably dismissed, part-time custodians shall be dismissed before full-time custodians.

Recall shall be in inverse order of reduction-in-force. The support staff employee must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall occur first, of the acceptance or rejection of any vacant position offered to the support staff employee during the recall period. Any support staff employee who rejects a tendered full-time position (or, in the case of an honorably dismissed part-time custodian, who rejects a tendered part-time position) or any support staff employee who fails to notify the Board of his/her acceptance or rejection of a tendered

position within the time lines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled support staff employee shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the support staff employee did not work shall not be counted towards seniority.

ARTICLE X - TRANSFERS

A. **VOLUNTARY TRANSFERS**

A teacher requesting a transfer in order to fill an existing vacancy shall make his/her request known in writing each year to the building principal and to the Superintendent. Such written requests must include the building, position desired, qualifications, reason and any other information the teacher deems pertinent. Any teacher having properly made such a request for transfer shall be personally interviewed for the vacancy prior to any personal interview of an applicant from outside the District.

B. **INVOLUNTARY TRANSFERS**

In the event of an involuntary transfer, the teacher may resign his/her position if after due consideration he/she decides his/her transfer is unacceptable.

C. **RETRANSFERS**

In the event that the tentative scheduling for a given school year results in a teacher's transfer from a building or a grade level because of the proposed elimination of his/her present position, he/she shall be reinstated to the position if it is recreated before the beginning of the school term.

ARTICLE XI- LEAVES OF ABSENCE

A. **SICK LEAVE**

Each bargaining unit member shall be entitled to a total of twelve (12) sick leave days with full pay per school year. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family, birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The immediate family, for purposes of this Section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, guardians and partners in a civil union. The Board may require a certificate from a physician or a mental health professional providing ongoing treatment to the employee, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, after an absence of three (3) days for personal illness, or forty-five (45) days for birth, or if deemed necessary in other cases.

Bargaining unit members are entitled to use up to 45 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent medical certification for up to 45 work days, which days may be used at any time within the 12-month period following the birth of the child. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the Board may require evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to 45 days. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster

care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.

For purposes of this Section, use of sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care shall include only those activities reasonably related and appropriate to the process for adoption, placement for adoption, or the acceptance of a child in need of foster care, including parental bonding, court and travel time where necessary.

For Support Staff employees first employed with Golf School District 67 for the 2023-2024 school year or any school year thereafter, their 12 sick leave days shall be granted as follows during their first two (2) school years of employment: two (2) days on the first work day, five (5) days on November 1 and five (5) days on February 1. Such days will be prorated accordingly for Support Staff employees hired after the start of the school year.

B. **PERSONAL LEAVE**

The Board shall permit personal leave with full pay to a maximum of three (3) days per year. Personal Leave means a necessary absence for reasons other than illness. The principal of each school shall be notified at least twenty-four (24) hours prior to any such leave. Reasons for this absence shall remain personal and need not be revealed.

Generally, personal leave may not be taken during the first week or last week of school or contiguous to a school holiday or holidays. For purposes of this restriction, "school holiday or holidays" means winter break, spring break, or any other days designated as a holiday or "non-attendance day" on the official District 67 school calendar. Exceptions may be granted by the Superintendent (or the Superintendent's designee) if the member provides a reason for his/her absence in writing and accepts the Superintendent's (or designee's) judgment as being final. Any such request must be submitted in writing (via email or text) to the

Superintendent (or designee) within a reasonable time after the need for personal leave becomes known, and before entering the absence in the District's absence management system. The Superintendent (or designee) will respond within a reasonable time.

Personal leave days that are unused at the end of the school year shall be added to the bargaining unit member's accumulated sick days.

For Support Staff employees first employed with Golf School District 67 for the 2023-2024 school year or any school year thereafter, their 3 personal leave days shall be granted as follows during their first two (2) school years of employment: one (1) day on the first work day, one (1) day on November 1 and one (1) day on February 1. Such days will be prorated accordingly for Support Staff employees hired after the start of the school year.

C. **SABBATICAL LEAVE**

Instructional personnel who have had seven (7) years' experience in the District may make application for study or travel leave. On recommendation of the Superintendent, and approval of the Board, one-half (1/2) of the applicant's salary may be granted during his absence. The recipient must return to the employ of the District for at least two (2) years following such an absence. Upon return from sabbatical leave, the teacher shall be assigned to an available position for which he or she is qualified.

D. **PARENTAL LEAVE**

Parental leave may be granted to tenured teachers without pay. Such leave shall apply to the parents of a newly born or adopted child under conditions contained below:

A teacher shall notify the principal in writing with a copy to the Superintendent when the family pregnancy is confirmed. Said teacher may, in writing, request a leave of absence without pay for the balance of the term, or if the leave is to start after January 1, for the balance of that school term and for not more than one school term. thereafter, provided that the Board, for good cause, may also, at its discretion, grant a leave of absence for not more than one school term thereafter where the leave is to start prior to January 1. Leave of absence may begin when the teacher so desires but not later than when he is unable to perform duties satisfactorily, or in the case of a female employee, the date of delivery, whichever occurs first. A parental leave of absence shall end at the end of the school term.

A statement from the teacher's doctor may be required to establish the teacher's ability to perform or resume her duties. At the end of a teacher's parental leave, the teacher shall have the right to return to employment in the District for which he/she is certified, subject to contractual and/or statutory employment rights' of seniority relating to reduction in force, and provided he/she has notified the Superintendent or designee in writing prior to February 15 of the year of his/her proposed return that he/she does intend to resume employment at the conclusion of such leave. Teachers may return from parental leave only at the beginning of the school term unless some other date has been requested and approved by the Board.

If any of the foregoing provisions of this Section are in conflict with any requirement of the Family and Medical Leave Act of 1993 or any regulations there under, such Act and regulations shall prevail.

It is understood that a non-tenured teacher may be approved for an unpaid leave under the same terms and conditions applicable to a tenured teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the

non-tenured teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

E. **LEAVE WITHOUT PAY**

A bargaining unit member may apply for a one year leave of absence without pay, which leave, at the request of the member, may be extended for one additional year. If the leave is granted by Board action, the member shall have the right to return to employment in the District for which he/she is certified, subject to contractual and/or statutory employment rights of seniority relating to reduction in force, and provided notification of intent to return is submitted in writing to the Superintendent or designee before February 15 of the preceding school year.

F. MEMBER ABSENCE

Bargaining unit members shall use AESOP (or any other substitute teacher finding system used by the District) for any absence that does not occur mid-day. In the case of a mid-day absence, the member shall instead notify the building administrator of the absence who will enter such absence into AESOP if necessary. Submission of personal days into AESOP must be in accordance with Article XI.B.

G. SALARY ADVANCEMENT AFTER ABSENCE

Salary increases are conditioned on length of service. A teacher must have a minimum of one hundred and twenty (120) full paid days in a school term to receive the full salary increase (as provided in Article XIII) for the following school term. A teacher who has less than one hundred and twenty (120) full paid days shall receive a pro-rated portion of the salary increase based on the 180-day work calendar. [For example, if the full salary increase is 3%, and a teacher takes an unpaid leave of absence lasting 90 work days, the teacher shall receive a salary increase of 1.5%.]

H. BEREAVEMENT LEAVE

Bargaining unit members shall be entitled to up to three (3) days of bereavement leave per school year, without loss of pay, for the death of an immediate family member as defined by Article XI.A, Sick Leave, above. Unused bereavement leave shall not accumulate.

If a bargaining unit member experiences a second loss (i.e., death of an immediate family member as defined in Article XI.A) in the same school year, the employee may request that the Superintendent approve up to three additional bereavement days, with the decision to be made in the Superintendent's discretion. In the event of such a request, the Superintendent may require the employee to provide documentation of the loss.

I. FMLA LEAVE

Pursuant to the federal Family and Medical Leave Act (FMLA), eligible employees may take leave for certain qualifying reasons. FMLA leave is calculated in weeks, with up to 12 weeks available for most qualifying reasons. For additional information, see Board Policy 5.185 (Family and Medical Leave).

J. SICK LEAVE BANK

1. Purpose and Definition

The Board, in cooperation with the Union, will establish a Sick Leave Bank, to be administered by the Union in accordance with this section. The purpose of the Sick Leave Bank is to provide additional paid sick leave days to eligible employees who chose to participate in the Sick Leave Bank and who experience a catastrophic illness or injury. For purposes of this section, "catastrophic illness or injury" is defined as severe illness or injury requiring prolonged hospitalization or recovery that will incapacitate the employee from working for an extended period of time.

2. Membership

An employee is eligible to participate in the Sick Leave Bank if the employee:

- a. Is covered by this Agreement; and
- b. Has completed two consecutive full years of service in the District; and
- c. Is a full-time employee, as follows:
 - i. A classified employee regularly scheduled to work thirty or more hours per week; or
 - ii. A certified (i.e., PEL-licensed) employees who is 0.80 1.0 FTE.

In order to participate in the Sick Leave Bank, an eligible employee must enroll during one of the following periods, as applicable:

- Within the annual enrollment period at the beginning of each school year,
 between the first day of the school term and September 30; or
- If the employee is hired after the first day of the school term, within thirty (30) days after the start of employment or by September 30, whichever is later.

The Union will maintain documentation of each employee's enrollment in the Sick Leave Bank, and must provide said documentation to the Business Office within 5 days after the employee's enrollment.

An employee must donate sick leave days to become a member of the Sick Leave Bank and to be eligible to receive benefits from the Sick Leave Bank, as set forth below.

3. Contribution and Withdrawal of Days

Contribution

An employee who chooses to participate in the sick leave bank will donate two (2) accumulated sick leave days upon enrollment.

Once donated, these days become the permanent property of the Sick Leave Bank and cannot be returned. All unused sick leave days carry over to the next year, up to the maximum accumulation. The Sick Leave Bank will not exceed a maximum accumulation of 200 sick leave days at any one time.

If the number of days in the Sick Leave Bank falls below the number of Sick Leave Bank members, each member will be required to donate one (1) extra day at the beginning of the school year.

Withdrawal

An employee who is a member of the Sick Leave Bank is eligible for benefits only after all of their accumulated sick/personal/vacation days have been exhausted.

An employee who is a member of the Sick Leave Bank may apply for days after ten (10) consecutive days of absence due to personal illness or injury. A member may also apply for days for planned absences, such as surgery or hospitalization in advance, if it is anticipated that the absence will exceed ten (10) days, or if absences have occurred intermittently for the same health issue and the member will have insufficient sick and personal leave to prevent loss of pay. However, in no event will an employee be permitted to access Sick Leave Bank days until after all of the employee's accumulated sick, personal, and vacation days have been exhausted.

The employee must present a doctor's certificate of continuing illness or disability, stating the anticipated length of time for which the extended sick leave would be required. The Sick Bank Leave Committee has the right to request additional and/or updated medical information from the employee.

The maximum number of Sick Leave Bank days per school year that any employee may use is thirty (30) Sick Leave Bank days.

Benefit days are retroactive to the first day of eligible absence once all criteria are met.

No benefit days will be granted for elective absences, elective surgical or medical procedures, or procedures that could be safely and reasonably postponed until extended school breaks.

4. Application Process

The Golf Teachers and Support Staff Union Executive Board officers will serve as the Sick Bank Leave Committee. The Union Executive Board officers will be solely responsible for administering the operations, terms, and conditions of the Sick Leave Bank, in accordance with the provisions set forth herein.

The employee will submit an application to the Union president or designee.

The employee will submit a written statement from a licensed medical doctor stating the illness and/or injury and anticipated length of absence, along with the application.

The Sick Leave Bank Committee, composed of the Union Executive Board members, will review the application and decide whether the employee will be awarded the requested days from the Sick Leave Bank.

The Sick Leave Bank Committee may request a medical review by a physician of the Committee's choice, at the expense of the member. The member may be asked to meet with the committee to provide additional information about their situation.

The Committee will make the final determination of the member's eligibility for Sick Leave Bank days. If all criteria are met, the Committee may approve up to the maximum number of days (identified above) that the member may withdraw from the Sick Leave Bank.

5. Guidelines for Benefits

The maximum number of Sick Leave Bank days that any employee may use in one school year is set forth above.

In addition, each employee is subject to an overall limit on the number of Sick Leave Bank days that may be used by the employee, throughout the employee's employment with the District, of ninety (90) days.

Sick Leave Bank days will not be granted for any injury or absence that is work-related or covered under the Worker's Compensation Act.

Sick Leave Bank days will not be granted to an employee who is utilizing benefits available under the District's disability plan or through the Illinois Teachers' Retirement System.

Absences related to pregnancy or childbirth will not be covered by Sick Leave Bank benefits, unless there are extenuating circumstances that arise during pregnancy that create health problems that are catastrophic.

Absences due to elective procedures or procedures and/or absences that could be scheduled at a different time, without detriment to the employee's health, are not covered.

6. Miscellaneous

Any dispute which arises as to the administration of this Sick Leave Bank section will not be subject to the grievance/arbitration process.

The Union agrees to indemnify and hold harmless the Board and its employees and agents against and from any claims, demands, damages, liabilities, costs, and/or causes of action arising as a result of this Sick Leave Bank section.

<u>ARTICLE XII – FRINGE BENEFITS</u>

A. **RETIREMENT BENEFIT**

If a teacher age 55 or older (as outlined below) with at least fifteen (15) years of service with the District provides written notice of retirement to the Superintendent during the term of this Agreement as set forth below, the following provisions will be made for the teacher:

1. Any eligible teacher who, on or before October 1 of the year in which his/her retirement benefits are to begin, and by no later than October 1, 2025, submits an irrevocable written notice of his/her intent to resign for the purpose of retirement may elect to receive a one (1); two (2); or three (3) year retirement benefit. Such retirement benefit shall consist of an increase over the teacher's prior year base salary (not total creditable earnings) as follows:

For 2023-2024: Five and three-quarters percent (5.75%);

For 2024-2025: Four percent (4.00%);

For 2025-2026: Four percent (4.00%).

In no event shall the teacher receive more than a six percent (6%) increase over the prior year's creditable earnings.

This retirement benefit shall be paid to the teacher in payroll installments. This retirement benefit shall be in lieu of any scheduled salary increases for which the teacher may be eligible.

As an additional retirement benefit, if on the date of retirement the teacher has unused sick leave days that will not be utilized for TRS service credit, the District will pay the teacher for up to 50 such sick leave days at the rate of \$50 per day. Payment will be made upon the later of: sixty days after the teacher's last day of work, or after the teacher's receipt of his/her final

regular paycheck, whichever occurs last. The payment is not intended to constitute TRS creditable earnings.

To be eligible for the Retirement Benefit, at the date of actual retirement, the teacher must be considered by TRS to be eligible to retire without penalty to the District

C. **INSURANCE**

 Beginning September 1, 2019, the Board shall pay up to: \$734.22 per month toward the premium for an employee who enrolls in single coverage in the HMO (Health Maintenance Organization) option provided by the Board.

\$945.68 per month toward the premium for an employee who enrolls in single coverage in the PPO (Preferred Provider Organization) option provided by the Board.

In addition to the above specified amounts, to further reduce the monthly contribution required of employees electing family coverage, the Board shall pay a supplement of up to three hundred and twenty-five dollars (\$325.00) per month for employees enrolling in the HMO option and two hundred dollars (\$200.00) per month for employees enrolling in the PPO option. The amount of the monthly premium supplement available to such employees shall be reduced on a pro-rata basis should the number of teachers electing such coverage increase so as to cause the cost of the monthly premium supplements to exceed the following amounts: sixty-two thousand seven hundred eighty-seven dollars (\$62,787.00) in the first year of this Agreement; sixty-five thousand nine hundred twenty-six dollars (\$65,926.00) in the second year of this Agreement; sixty-nine thousand two hundred twenty-three dollars (\$69,223.00) in the third year of this Agreement; and seventy-two thousand six hundred eighty-four dollars (\$72,684.00).

In the event that insurance premiums for single coverage increase beyond the amounts the Board has agreed to pay as set forth above, the Board shall pay 50% of such increase and the employee shall pay the remaining 50% of such increase.

- 2. The Board shall pay the premium for term life and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000.00) per teacher and twenty-five thousand dollars (\$25,000) per support staff employee. However, the amount of group term life insurance may be reduced for teachers who are 65 and older in accordance with the schedule of benefits established by the group term life insurance carrier.
- 3. For the bargaining unit members who have completed the full calendar year as set by the official school calendar, insurance benefits shall be in force through August 31.
- 4. A District-wide Insurance Committee shall be established with the following participants: three (3) members of the Union (at least one of whom must be a support staff employee), the Business Manager, one (1) additional administrator (chosen by the Superintendent), one (1) member of the Board, and the District's insurance broker representative as needed. The Insurance Committee shall meet at least one (1) time annually. The Committee will review and discuss insurance trends and options, consider insurance renewals, and prepare any recommendation for plan design changes to be presented to the Board.
- 5. All of the above shall be agreed to by the Board if not prohibited by the Insurance Carrier.

F. **DENTAL PLAN**

Beginning September 1, 2013, the Board shall pay up to eighty dollars (\$80.00) per month toward the premium for a dental insurance plan with a carrier selected by the Union. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those in force as of July 1, 2013. Bargaining unit members must work a 30-hour work week minimum.

G. <u>TUITION REIMBURSEMENT</u>

Each year of this Agreement, the District shall make available for the purpose of tuition reimbursement a total amount of \$15,000.00 for District employees. Each year, during the spring semester, the Superintendent shall communicate to District employees the classes and programs that support the needs of the District's instructional programs, as determined by the Board and Superintendent. Any District employee seeking to utilize tuition reimbursement must submit an approval to the Superintendent at least thirty (30) days prior to the commencement of the course or program. The Superintendent shall retain sole discretion to approve tuition reimbursement in consideration of the District's instructional needs.

District employees approved for tuition reimbursement may seek reimbursement for up to \$350.00 per credit for the first three (3) credit hours, up to \$200.00 per credit for any additional hours, up to a maximum reimbursement of \$2,000.00 per school year. In the event that the number of District employees approved for tuition reimbursement exceeds the total reimbursement pool of \$15,000.00, the District shall pro-rate the per credit amounts to ensure that all approved District employees receive a portion of the tuition reimbursement. All tuition reimbursement shall be paid to the approved District employees on the last regularly scheduled pay date.

Any District employee approved for tuition reimbursement and who subsequently leaves the District shall be required to pay back the tuition reimbursement as follows: (i) if the employee leaves within twelve (12) months of receiving reimbursement, the employee must pay back 100% of the reimbursement; (ii) if the

employee leaves past twelve (12) months, but before twenty-four (24) months, the employee must pay back 50% of the reimbursement; and (iii) if the employee leaves past twenty-four (24) months, but before thirty-six (36) months, the employee must pay back 25% of the reimbursement. The District is authorized to deduct such amounts from the employee's final paycheck. Employees shall execute a promissory agreement upon submitting such reimbursement agreeing to the provisions contained herein.

H. SECTION 125 PLAN

The Board shall maintain a salary reduction plan (the Plan) that complies with Section 125 of the Internal Revenue Code. A bargaining unit member may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified by a salary reduction in an amount equal to the total amount elected. Any contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan shall also be deducted from the salary of teachers electing to participate in the Plan.

Prior to the beginning day of the Plan Year, in accordance with Section 125 and the Plan, each participating bargaining unit member shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. The employee's share of the cost of group medical and/or dental insurance premiums.
- b. Reimbursement, in an amount not to exceed five thousand dollars (\$5,000) or such lesser amount as may be permitted by law, for the amount of the deductibles on the group health insurance plan and for any other unreimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code.
- c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to five thousand dollars (\$5,000.00), or up to

- two thousand five hundred dollars (\$2,500.00) if the participant is married and filing a separate return.
- d. Employee paid premiums for group term life insurance as allowed by the Internal Revenue Code.

ARTICLE XIII- COMPENSATION

A. **SALARY**

Teachers who are returning employees to the District shall receive: In 2023-2024, a 5% increase over their prior year's base salary;* In 2024-2025, a 3% increase over their prior year's base salary; and In 2025-2026, a 3% increase over their prior year's base salary.

When a teacher's salary for any school year first equals or exceeds \$145,000, for the following school year and school years thereafter the teacher will receive one-half of the percentage increase that would otherwise have been applicable. However, this limitation will not apply to teachers receiving the Retirement Benefit pursuant to Article XII, Section A.

* For the 2023-2024 school year, if a returning teacher's compensation (calculated as base salary plus WIN stipend, if any) is less than the corresponding step and lane of the Teacher New Hire Placement Matrix for 2023-2024, the teacher will receive the greater of: (1) a 5% increase over their prior year's base salary; or (2) the salary amount listed on the Teacher New Hire Placement Matrix for the step and lane applicable to the teacher.

Support staff employees who are returning employees to the District shall receive:

- 1. For 2023-2024:
 - a. Pursuant to a market adjustment, the Data Specialist's hourly rate will be increased to \$25.25 per hour.
 - b. For all other employees with a 2022-2023 hourly rate that is less than\$25 per hour, a \$1.50 increase over their 2022-2023 hourly rate.
 - c. For all employees with a 2022-2023 hourly rate that is \$25 per hour or more, a \$1.25 increase over their 2022-2023 hourly rate.
- 2. For 2024-2025: a 3% increase over their 2023-2024 hourly rate.
- For 2025-2026: a 3% increase over their 2024-2025 hourly rate.

A support staff employee who performs snow removal duties outside of their regular work hours will receive a minimum of two (2) hours' pay at the rate of two (2) times the employee's normal rate of pay.

B. **NEW HIRES**

Teachers newly hired for the school years covered by this Agreement shall be paid a salary consistent with the Teacher New Hire Placement Matrix set forth in Appendix B of this Agreement for the teacher's first year of employment. The Board has the discretion to credit newly-employed teachers for their prior teaching experience and level of education on the New Hire Placement Matrix.

PLEASE NOTE THAT NO TEACHER WITHIN FOUR YEARS OF FIRST BECOMING ELIGIBLE TO RETIRE UNDER TRS (TO BE DETERMINED ON AN INDIVIDUAL BASIS) SHALL BE PERMITTED TO RECEIVE AN INCREASE IN CREDITABLE EARNINGS GREATER THAN 6% OF THE TEACHER'S PRIOR YEAR'S CREDITABLE EARNINGS, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

Support staff employees newly hired will receive a starting hourly rate as shown on the Support Staff New Hire Matrix set forth in Appendix C. An experience factor for new hires may be added at the discretion of the Superintendent and the Board of Education, provided no new employee is placed at a wage rate above a current employee with like experience and years.

C. PAY FOR ADVANCED EDUCATION (PAE)

1. Beginning with the 2016-2017 school year, teachers not already credited with past lane advancement may submit credits to receive a 4% pay increase in base salary in addition to the annual salary increase specified above in Article XIII.A, for earning the following advanced education above the BA level:

BA (Lane I)
BA+16 (Lane II)
MA (Lane III)
MA+12 (Lane IV)
MA+24 (Lane V)

A teacher may qualify for no more than one (1) PAE increase for earning advanced education annually. [For example, a teacher at BA+16 and having earning a MA+12 at the start of the 2016-2017 school year shall be entitled to 4% PAE increase for the 2016-17 school year and another 4% PAE increase for the 2017-2018 school year, in addition to the annual salary increase specified in Article XIII.A.]

- Written notification of earned credits must be filed with the Superintendent or his/her designee by August 1 in order to qualify for the PAE pay increase for the coming school term. For the purpose of such notification, official grade reports will be accepted in lieu of transcripts. Official transcripts certifying those earned credits must be filed with the Superintendent or his/her designee no later than October 15th.
- 3. Prior to May 1 of each year, teachers shall provide the Business Office with written notification of the approximate number of credit hours they anticipate earning between May 1 and August 1. Teachers shall have the right to alter or revise such plans as circumstances dictate and shall notify the Business Office of such changes when made.

D. MAINTENANCE PREMIUM RATE

Any custodian assigned maintenance duties by the Superintendent and/or the Board of Education shall receive a \$2.00/hour premium in addition to his or her regular hourly rate (above the rate but not inclusive) for performing various maintenance duties in addition to the custodian's regular duties. The custodian shall receive the maintenance premium rate as long as assigned such maintenance duties for the District. The District reserves the right to hire maintenance

employee(s) in addition to or in lieu of this arrangement. In the event the District were to remove such duties from the custodian, the above-mentioned premium rate for such custodian shall be discontinued.

E. <u>STIPEND FOR NATIONAL BOARD/MASTER TEACHING CERTIFICATE</u>

Teachers who have earned certification by the National Board of Professional Teaching Standards and/or who possess an Illinois Master Teaching Certificate shall receive an annual stipend of \$500 per year.

F. TEACHERS' RETIREMENT SYSTEM CONTRIBUTION

During the term of this Agreement the Board shall pick up and pay to the Illinois Teachers' Retirement System (TRS), on behalf of each teacher, the required TRS employee contribution of the teacher's creditable earnings. Said pick-up and payment shall be for the purpose of the Board's assuming each teacher's required contribution to the TRS. The Board's pick-up and payment to the TRS is included in the teacher's salary. Such amounts shall represent the combination of all regular salary benefits payable to each teacher and amounts picked-up and paid to the TRS by the Board. The Board shall not be required by this Section or otherwise to pick up and pay any additional amount to the TRS. It is understood that the TRS required employee contribution <u>pick-up payment</u> shall be drawn from each teacher's salary funds. This <u>pickup payment</u> is in no way to be interpreted as a salary payment in addition to the salary scheduled for that teacher for a given year.

It is hereby agreed that the Union shall hold the Board harmless and indemnify the Board against all liability, loss and expense of whatever the nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teachers' Retirement System. It is further agreed that the Board may, at its sole discretion, deduct from each teacher's paychecks on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect reporting thereof, arising out of the

Board's agreement to make payments on behalf of each teacher to the Illinois Teachers' Retirement System.

G. **SUPPORT STAFF LONGEVITY**

Support staff employees with ten (10) or more years of service in the District shall receive an annualized longevity bonus of twenty-five (25) cents per hour.

ARTICLE XIV – EXTRA DUTY PAY

A. STIPEND AMOUNTS

The extra-duty stipend amounts listed below shall remain applicable throughout the term of this Agreement. The Board shall determine whether to offer an extra-duty in its sole discretion. Additionally, it is recognized between the Parties that, by mutual written agreement, an extra-duty stipend amount may be adjusted to reflect a change in the scope of responsibilities of the extra-duty position. If either Party shall seek an adjustment in the amount of an extra-duty stipend, the other Party shall agree to meet and discuss the proposed adjustment. The Party seeking the proposed adjustment shall be responsible providing any rationale/data/documentation/etc. in support of its proposed adjustment.

Unless otherwise specifically stated, hourly extra-duty/stipend pay is prorated for partial hours.

When an extra-duty position is performed by two (2) individuals or more, the corresponding stipend shall be divided equally among the employees.

Teachers at Hynes Elementary School who perform extra duties from 3:00-3:30 shall be allowed to include that half hour in their time when they submit their timesheet for extra-duty pay.

CLUBS:

- The administration may approve up to 10 clubs at Golf Middle School and up to 5 clubs at Hynes Elementary School.
- Employees will be paid for time actually worked for example, 40 minutes per session for lunch clubs.
- Pay rate and limit: \$30 per hour (prorated for partial hours), up to 36 hours per school year.

SPORTS

SPORT	STIPEND	WORK REQUIREMENT
Track	\$180 per event outside of the school day	Entire event
All Other Sports	\$2,500 per season	Entire season

For any coach who received a stipend greater than \$2,500 per season during the 2022-2023 school year: The coach will continue to receive the 2022-2023 stipend amount, for as long as the coach continuously coaches that sport (i.e., for consecutive seasons). If/when a different individual is assigned to coach the sport, the stipend amount will revert to \$2,500.

MISCELLANEOUS

ACTIVITY	COMPENSATION WORK REQUIREM	
Robotics Team - GMS	\$1,950 per school year	65 hours
Band (Golf & Hynes)	\$3,800 per school year	School year
Chorus (Golf & Hynes)	\$3,800 per school year	School year
Yearbook	\$2,500 per school year	52 pages
Graduation Video	\$600 per school year	Attend and record 8 th grade graduation, and edit recording.

Internal Substitute Pay:

- \$32 per hour capped at \$135 per day paid when: (1) a teacher gives up their preparation period to substitute for another teacher; or (2) an absent teacher's entire class is combined with another class and the teacher instructs all students.
- Substitute pay for support staff employees: A support staff employee who holds a
 teaching license or substitute license and who substitute teaches for a teacher will
 be compensated at the rate of \$35 per cumulative full day (6.25 hours) of
 substituting in addition to the support staff employee's regular pay. Less than 15
 minutes per session of substitution will not count in the accumulation of a full day
 unless done on a regular basis. If only part of a day is accumulated by the end of
 the school term, the accumulation may be carried over to the next school term.
 - A Teacher Assistant who substitutes for a full day will not be required to perform their regular duties (recess, lunch, etc.) while substituting.

Additional extra duty rates:

Athletic Supervision: \$59 per event

 General Supervision – lunch, recess, lunch detention: \$23.50 per hour, paid in one-half hour increments

Supervision – after-school detention: \$23.50 per hour

Homebound Tutoring: \$40 per hour

• Homework Assistance: \$34.75 per hour

Athletic Director Stipend: \$3,500 per school year

Teacher Mentor Stipend:

For one mentee: \$1,000 per school year.

• For two mentees: \$1,500 per school year.

 Time commitment: At least 36 hours, complying with expectations identified by administration in consultation with the mentor committee.

B. **OVERNIGHT SUPERVISION OF STUDENTS**

Any teacher who is assigned to and performs overnight supervision of students for the Outdoor Education Program or for the field trip to Springfield may elect to receive either:

1. Compensation at the minimum substitute rate; OR

2. One (1) work day of release time that must be used during the school year in which the overnight supervision is performed.

C. **CURRICULUM RATE**

The curriculum rate shall be \$33.50 per hour. The curriculum rate will be used to compensate teachers for professional development that is requested in writing by the District and that occurs outside the teachers' regular workday or during a teacher's lunch period.

PEL-licensed related service personnel who are assigned (in writing) to perform work outside of contractual hours will be paid their per diem rate for such work, unless otherwise specified in this Agreement.

Teachers who are requested in writing to attend professional development outside of their contractual hours may decline, and any such decision shall not adversely affect the teacher's evaluation.

For PEL-licensed part-time teachers:

- During the regular school year between the first day of teacher attendance and
 the final day of teacher attendance, a part-time teacher shall be paid their per
 diem rate for professional development requested by the District that occurs
 outside of the part-time teacher's regular workday.
- For any professional development requested by the District outside of the regular school year (i.e., between the first day of teacher attendance and the final day of teacher attendance) or during a teacher's lunch period, the part-time teacher shall be paid in accordance with the curriculum rate.

ARTICLE XV – DURATION

This Agreement shall become effective on July 1, 2023 and shall continue in effect until June 30, 2026.

The parties acknowledge that this Agreement shall be signed in duplicate, with an original signed copy to be kept in the possession of both the District and the Union. The original signed copies shall be considered the Official Copy of the Agreement. In the event of any discrepancies between the Official Copy and other duplicate copies, the Official Copy shall prevail.

This Agreement is signed and adopted this _	day of June, 2023.
IN WITNESS THEREOF:	
For the GOLF TEACHERS AND SUPPORT STAFF UNION, Local 1274, IFT/AFT, AFL-CIO	For the BOARD OF EDUCATION, DISTRICT NO. 67 Cook County, IL
President	President
	Secretary

APPENDIX A

DUES DEDUCTION FORMS





IELRB

ILLINOIS FEDERATION OF TEACHERS—AMERICAN FEDERATION OF TEACHERS/AFL-CIO

Name	Membership Dat	abase Information	
			Zip
			Work Phone
			Last 4 Digits of SSN
Local Union Number	Local/Council Name		
authorization cards, these of Federation of Teachers (IFT representative and is affilial resign. Signature COPE Deduction: I further a year for the North Suburbal continue in effect from year September 1 or upon termi deductible as charitable coremployment in the District.	cards may be used to obtain recogn and my Local Union, including any ted with the IFT, shall be continuous agree to an additional (circle one) \$2 in Teachers Union Committee on Porto year unless terminated by me bound in the Distributions for federal income tax p	at if a majority of to a majority of the sition without an elegan of the sunless I notify my 20.00 \$30.00 \$40.00 ditical Education (Now written notificat strict. I understand urposes and are notificat and are notificat stricts.	Dateper Dateper JSTU COPE). This authorization shall ion to the Union Treasurer prior to d that contributions for COPE are not or conditions of membership in the Union or
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remain a member of the ON	ion, for a period of one year from the this authorization by sending writte	ne date of authoriz	cable, regardless of whether I am or ation and shall automatically renew from ation by the United States Postal Service
I <u>RS Disclaimer</u> : Payments to However, they may be tax d	the Union are not deductible as cha eductible as ordinary and necessary	aritable donations y business expense	for federal income tax purposes. es.
arimates may use automated	a calling technologies and/or text m	lessage me on my	per, I understand that the Union and its cell phone on a periodic basis, and that I ge alerts; carrier message and data rates
Signature			Date
Internal Purposes Only:			

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APPENDIX B

GOLF SCHOOL DISTRICT #67 TEACHER NEW HIRE PLACEMENT MATRIX

2023-2024 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	51,640	53,706	55,854	58,088	60,411	1
2	52,616	54,721	56,909	59,186	61,553	2
3	53,610	55,755	57,985	60,304	62,717	3
4	54,624	56,809	59,081	61,444	63,902	4
5	55,656	57,882	60,198	62,606	65,110	5
6	56,708	58,976	61,335	63,789	66,340	6
7	57,780	60,091	62,495	64,994	67,594	7
8	58,872	61,227	63,676	66,223	68,872	8
9	59,984	62,384	64,879	67,474	70,173	9
10	61,118	63,563	66,105	68,750	71,500	10

2024-2025 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	52,415	54,511	56,692	58,959	61,318	1
2	53,405	55,541	57,763	60,074	62,477	2
3	54,415	56,591	58,855	61,209	63,657	3
4	55,443	57,661	59,967	62,366	64,861	4
5	56,491	58,751	61,101	63,545	66,086	5
6	57,559	59,861	62,255	64,746	67,335	6
7	58,646	60,992	63,432	65,969	68,608	7
8	59,755	62,145	64,631	67,216	69,905	8
9	60,884	63,320	65,852	68,486	71,226	9
10	62,035	64,516	67,097	69,781	72,572	10

2025-2026 Hiring Grid

	Lane 1	Lane II-BA	Lane III	Lane IV MA	Lane V MA	
Step	ВА	+16	MA	+12	+24	Step
1	53,201	55,329	57,542	59,844	62,237	1
2	54,206	56,375	58,630	60,975	63,414	2
3	55,231	57,440	59,738	62,127	64,612	3
4	56,275	58,526	60,867	63,301	65,833	4
5	57,338	59,632	62,017	64,498	67,078	5
6	58,422	60,759	63,189	65,717	68,345	6
7	59,526	61,907	64,383	66,959	69,637	7
8	60,651	63,077	65,600	68,224	70,953	8
9	61,797	64,269	66,840	69,514	72,294	9
10	62,965	65,484	68,103	70,828	73,661	10

APPENDIX C

GOLF SCHOOL DISTRICT #67 CLASSIFIED NEW HIRE PLACEMENT MATRIX

POSITION

STARTING HOURLY RATE

	2023-2024	2024-2025	2025-2026
Teacher Assistant	\$16.25	\$16.49	\$16.74
Health Assistant	\$20.50	\$20.81	\$21.12
Media Center Assistant	\$16.25	\$16.49	\$16.74
Business Office Assistant/Accounts Payable	\$20.50	\$20.81	\$21.12
Custodian	\$16.75	\$17.00	\$17.26
Maintenance	\$20.75	\$21.06	\$21.38
Night Supervisor	\$18.75	\$19.03	\$19.32
Data Specialist	\$24.00	\$24.36	\$24.73
Facilitator of Instructional Technology	\$27.50	\$27.91	\$28.33
			A 2.1.12
Nurse	\$30.50	\$30.96	\$31.42
	040.75	# 00.05	# 00.05
School Secretary	\$19.75	\$20.05	\$20.35
To obsology Assistant	046.75	£47.00	¢47.00
Technology Assistant	\$16.75	\$17.00	\$17.26

APPENDIX D

LETTERS AND MEMORANDA OF UNDERSTANDING, SIDE AGREEMENTS, ETC.

LETTER OF UNDERSTANDING BETWEEN THE GOLF TEACHERS AND SUPPORT STAFF UNION AND GOLF SCHOOL DISTRICT 67

WIN Period "What I Need"

(Academic and Social/Emotional Instruction)

The WIN period stipend will not be paid to any newly-hired teacher starting in the 2023-2024 school term.

Teachers who first began teaching for the District in or before the 2022-2023 school term will remain eligible for the stipend, in accordance with the following:

- Any such staff member with a PEL who is assigned to GMS is eligible for the WIN period stipend when assigned by the GMS principal.
- The WIN stipend shall be prorated based on the number of days assigned.
- The WIN stipend amount shall be \$3,094 per school year.
- The parties agree that the Administration will set the expectation for quality instructional programming for any teacher who receives the stipend.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOLF TEACHERS AND SUPPORT STAFF UNION AND THE BOARD OF EDUCATION OF GOLF SCHOOL DISTRICT 67

PART-TIME TEACHERS

Topic	Method Applied
Step movement	Teachers who are scheduled to work at least 80% in a year shall receive the salary increase as provided under Article XIII of the Agreement. Teachers who are scheduled to work less than 80% in a year shall receive a pro-rated portion of the salary increase until at least 80% is worked in the course of two or more years
Notice for increase in time	With respect to a mid-year increase in hours, a minimum of a two-week notice of an increase in work day or work week schedule may be given to the part-time employee except in cases of an emergency. However, the administration will attempt to work with the employee to start any increase in a manner which will not leave the employee's family in a bind. The second sentence of this Section shall not be subject to the grievance procedure.
	If the Board decides to increase a part-time position to a greater part-time position or full-time position in the following school year, and the part-time position is held by a tenured or non-tenured part-time employee who does not desire an increased schedule, the teacher has the option of either accepting the new position or resigning from employment.
Insurance/Retirement benefits	An employee scheduled to work at least 80% shall be considered full time with respect to medical, dental and retirement benefits. There are no insurance or other benefits for employees scheduled to work less than 80%.