

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF  
APTAKISIC-TRIPP SCHOOL DISTRICT NO. 102**

**AND**

**APTAKISIC-TRIPP EDUCATION ASSOCIATION,  
IEA, NEA**

**2024-2025**

**2025-2026**

**2026-2027**

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## **ARTICLE I**

### **RECOGNITION**

#### **A. Recognition**

The Board of Education of District 102, Lake County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the Aptakisic-Tripp Education Association, the local affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all regularly employed full- and part-time licensed personnel, including professional educator-licensed school nurses (hereinafter referred to as “members”) and all regularly employed full- and part-time (at least half-time in their job category) custodial and maintenance employees (hereinafter referred to as “employees”), except psychologists, occupational and physical therapists, nurses without professional educator licenses, assistants and supervisory, managerial, confidential and short-term employees as defined by the *Illinois Educational Labor Relations Act*.

#### **B. Additional Negotiations**

The Board shall not negotiate with any other member bargaining representative or individual member with respect to matters included within this Agreement. Any grievance brought under this provision shall be processed completely, including through arbitration, if necessary, before any charge is filed by the Association with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process has been completed.

#### **C. Definition of Member**

When used hereinafter in this Agreement, the word “member” shall refer to teachers and employees in the bargaining unit as described in Section I.A.1 above.

#### **D. No Strike**

Neither the Association, nor any of its members, shall engage in a strike during the term of this Agreement.

## **ARTICLE II**

### **ASSOCIATION RIGHTS**

#### **A. Meetings and Communication**

The Association shall be permitted to communicate through the intra-district mail system, provided that if at any time the United States Postal Service or court shall determine that the use of such mail system shall require the affixation of stamps, the Association shall be responsible for such and shall otherwise hold the Board harmless for the use of such mail system. The Association also shall be permitted to communicate through use of member mailboxes. The District's e-mail system may be used by the Association for the conduct of its business in accordance with the District's policy and guidelines on acceptable use of school computers and technology equipment, provided the Association's business communications do not interfere with the normal operation of the schools and the use does not occur during member work hours. A bulletin board reserved for Association use shall be provided in each staff lounge. The Board may grant the Association use of school facilities for Association meetings, at reasonable times and providing no other school events conflict, subject to the following conditions:

1. Request for use of facilities shall be made to the building administrator at least forty-eight (48) hours in advance of proposed use.
2. Approval of such meetings by the building administrator shall be required.
3. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred. If a fee is to be charged, the Association shall be notified of such charge at the time of application.
4. Not more than once per month during the school year, regular Association business meetings may commence at the end of the normal work day and after completion of all responsibilities to students, provided any cancelled extra-curricular activities are rescheduled. Second shift employees may adjust their work hours not to exceed one (1) hour and fifteen (15) minutes to attend the meeting.
5. If such meeting involves more than ten (10) persons, 90% of those attending the meeting must be members of the bargaining unit.

#### **B. Information**

The Board shall make available to the Association, upon request, any non-researched public information, statistics, and records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Any grievance brought under this provision shall be processed completely, including through arbitration, if necessary, before any charge is filed by the Association with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process has been completed.

**C. Right to Appear Before the Board**

The Association President or designee shall have the right to address the Board at each regular Board meeting. This agenda item shall be designated "Association Report". If possible, an outline of this report shall be presented to the Superintendent or designee sufficiently in advance for inclusion in the packet of meeting information sent to the Board members prior to the regular Board meeting. No grievance or negotiations item may be included in this report.

**D. Right to Address Members**

The Association President or designee shall have the right to make a welcoming address to the members at the first member meeting of the school year.

**E. Right to Membership**

The Board shall not discriminate against any member by reason of membership in the Association. Neither shall the Association discriminate against any member by reason of the member's non-membership in the Association. Any grievance brought under this provision shall be processed completely, including through arbitration, if necessary, before any charge is filed by the Association with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process has been completed.

**F. Freedom to Join or Not to Join Organization**

Members shall not be encouraged to join or be discouraged from joining any organization representing teachers and employees by supervisors, administrators, or other representatives of the Board. Members shall be free to join or not to join any organization representing members without interference or penalty. Any grievance brought under this provision shall be processed completely, including through arbitration, if necessary, before any charge is filed by the Association with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process has been completed.

**G. Dues Deduction**

1. Any member of the Association may sign and deliver to the Board office an assignment authorizing deduction of Association dues in the amount specified by the Association. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect for the life of this Agreement unless cancelled by the originating member. The assignment may be cancelled at any time upon written notice to the Board by the member who originally authorized the deduction.
2. The Board will deduct monthly dues beginning in October and continuing through June when assignment cards have been received, providing that the Board has

no responsibility for collecting past or overdue dues. It shall be the responsibility of the Association to collect directly from the member:

- a. dues owed after cancellation of a deduction authorization;
  - b. dues owed before the time the deduction authorization became effective;
  - c. dues missed because of insufficient earnings;
  - d. dues owed after termination of employment or during a leave of absence without pay.
3. The Board shall remit within ten (10) days after deduction to the treasurer of the Association the total amount of money deducted for that period. The first such payment shall be made by October 31 of any school year. Such remittance will be accompanied by a listing of the names of members from whose salary the dues were deducted.
  4. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in reliance of any assignment furnished under the provision of this Article.

#### **H. Copying Services**

The Association may use the copying equipment of the District during the negotiations process and for member related needs or support provided by the Association by reimbursing the Board two cents (\$.02) per page. The Association will be given their own access code to determine costs.

#### **I. Association Leave**

In the event the Association desires to send its official representatives to attend the professional meetings of its local, state, or national affiliates or on other official business pertinent to Association affairs, these members shall be excused for such purpose for not more than eight (8) days in the aggregate per school year, provided that:

1. The Association promptly reimburses the District for the cost of employed temporary replacements;
2. The total absence of any individual member is not to exceed four (4) days per fiscal year; and
3. A written request for such absences shall be submitted to the Superintendent or designee at least ten (10) school days in advance, or as soon as possible for emergency business, specifying the precise individuals, dates, and meetings involved.

## **ARTICLE III**

### **EVALUATION AND DISCIPLINE**

#### **A. Teacher Evaluation**

1. The principal, or other administrator designated by the Superintendent in charge of member supervision, shall be responsible for the administration of the procedure for evaluating classroom teaching. Traveling members shall be evaluated by one (1) or more administrator(s) designated by the Superintendent. Should two (2) or more administrators be designated to evaluate a traveling member, the evaluations of each administrator shall be merged into singular ratings on one evaluation instrument signed by both/all administrators, one of whom shall be designated as responsible for the merged document.
2. At the start of the school term (i.e., the first day students are required to be in attendance), the designated administrator shall explain and give in writing to all members under supervision the evaluation instrument to be used. The administrator shall advise all members who shall observe and evaluate their classroom teaching performance. Members who are hired after the start of the school term shall be provided this information no later than thirty (30) days after they are employed.
3. Each formal written evaluation of classroom teaching performance shall be preceded by at least one (1) formal classroom observation of at least forty-five (45) minutes, or an observation during a complete lesson, or an observation during an entire class period.
4. A conference shall be held between the member and the evaluator within five (5) working days of a formal classroom observation. The member and the evaluator shall mutually prepare an interim observation report at this conference. A final copy of the written observation report shall be given to the member within ten (10) working days after the formal observation conference.
5. In the event that a member's formal written evaluation of classroom teaching performance was incomplete or inaccurate, the member may put objections in writing and have them attached to the evaluation report to be placed in the member's personnel file.
6. If a member's evaluation(s) reveal(s) deficiencies which are remediable, the evaluator may make written comments concerning remediating such deficiencies and shall conduct follow-up evaluation(s).
7. The classroom teaching performance of a member shall be evaluated in accordance with the District's Teacher Evaluation document. The final version of the written summative evaluation shall be submitted to the member by February 1 for non-tenured members and by March 1 for tenured members.
8. All formal evaluation of classroom teaching performance of a member shall be conducted openly and with full knowledge of the member. At least one (1) visitation for probationary members shall be announced. Announced/unannounced visits need not alternate. With consent of the member, no visits need be announced.

9. Each member shall be notified of the recommendation concerning the member's dismissal and/or non-renewal prior to forty-five (45) days before the end of the school year.
10. Any grievance filed with respect to evaluations shall be limited to violations of the specified language and procedures as outlined in Sections A and B of this Article III. All other aspects of evaluation shall not be grievable.
11. Information obtained through informal observations or otherwise which is used in the formal summative written evaluation shall be included in the written evaluation, and that information shall have been made known in writing to and discussed with the member within ten (10) working days after the informal observation or occurrence.

**B. Teacher Evaluation - Observation and Recording of Teacher's Activities**

No person or agency shall, either in person, or by photographic, electronic, or mechanical means, observe, monitor, or record classroom proceedings or other activities conducted with students or other persons by a member without that member's expressed consent, except as necessary to meet the instructional needs of students or for school safety. In such case, the member shall be notified in advance. Such recordings shall not be used for the purposes of evaluating the member.

**C. Evaluation Joint Committee**

The Evaluation Joint Committee shall be composed of equal representation from the Association (as appointed by the Association President) and from the District administration. The District and the Association shall each designate one of their representatives serving on the committee members as a convener. The designated co-conveners shall establish the agenda and meeting times of the committee.

The Evaluation Joint Committee shall meet at least once annually to:

1. assess and review the effectiveness of the District's Teacher Evaluation Plan for the purposes of continuous improvement of instruction and evaluation practices; and
2. to review the District's Teacher Evaluation Plan and update it to comply with legal requirements or to consider other changes.

All suggestions for Evaluation Plan changes and modifications shall be submitted to the Joint Committee for review and possible implementation.

[See Evaluation Document for more information](#)

**D. Maintenance and Custodial Evaluation**

Employees shall be evaluated on an annual basis. Formal written evaluations will be discussed with the employee and shall be placed in the employee's personnel file. An employee may submit additional comments to the written evaluation in accordance with the requirements of Article IV.C of this Agreement.

**E. Member Discipline**

**1. Investigatory and Disciplinary Conferences**

A member shall have two (2) calendar days' notice of any conference, other than the evaluation conferences specified in Section A, with an administrator/supervisor in which charges are to be made which could result in formal discipline or dismissal, except in cases of emergency or where such a conference is called as a result of moral or criminal charges which would result in suspension. An Association representative may be invited by the member to the conference. The member and the Association representative, if one has been present, shall be presented with a summary of any disciplinary consequences which might result from the administrative/supervisor conference upon completion of the administrative investigation. If an investigation exceeds ten (10) school days, the administration shall notify the Association President, unless the member has not involved the Association in the investigation.

**2. Complaints Against Members**

Any complaint regarding a member made to a Board member or an administrator/supervisor by a parent, student, staff, or member which might lead to disciplinary action against a member shall be called to the attention of the member through proper channels as soon as possible after the complaint was lodged. The complaining party shall be permitted to express a complaint and may be asked to discuss the matter with the member involved in an attempt to resolve any differences before any action is taken. The disposition shall be reported to the administrator/supervisor concerned.

If, as a result of a parent, student, staff, or member complaint, administrative or disciplinary action is to be taken, the affected member shall be notified prior to such action being taken and the affected member shall also be afforded an opportunity to discuss such action with the administration.

**3. Board Appearance**

- a. If a member is required to appear before the Board or any Board committee, the member shall be advised in writing as to the substance of such meeting in advance and shall be entitled to have a representative accompany at such meeting.
- b. No member shall be suspended without pay except for cause. At any meeting with reference to such suspension, the member shall have the right to appear with a representative.

**F. Seniority**

Seniority is defined as the total length in years of continuous full-time employment of a member as a licensed employee in the District calculated from the date of hire. For full-time employment for less than a full year's service, seniority credit shall be prorated. A member shall not receive seniority credit during the time in which the member is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a member may be afforded *pro rata* seniority credit, provided the member has taught at least ninety (90) days of the school term. If the seniority of members is equal, the District will determine seniority on the basis of the following tie-breakers as prioritized: (1) furthest horizontal lane advancement; (2) total years of full-time teaching service in a public or private school in the United States; and (3) drawing lots.

**G. Seniority List**

The administration shall prepare, maintain, and provide to the Association the seniority list by February 1 of each school year. The seniority list referred to in this section is not the same as the Statement of Honorable Dismissal List that is required by the *School Code*.

**H. Reduction in Force**

The Board or its designee will inform the Association membership about the reduction-in-force process outlined in the Illinois *School Code*.

**I. RIF Joint Committee**

A RIF Joint Committee consisting of an equal number of representatives for the Association, as appointed by the Association, and for the District shall meet annually by December 1 to consider the issues outlined in Section 24-12(c) of the *School Code*.

**J. Use of Security Cameras**

The central purpose for the adoption and implementation of video surveillance cameras is to ensure student and staff safety, to monitor illegal activity or activity that violates school policies, to monitor unauthorized access to restricted areas of the buildings, and to protect against unauthorized removal of or damage to district and/or personal property. Video is saved for 30 days only.

The District's use of video surveillance equipment is not intended to monitor any member of the AEA. Therefore, video surveillance equipment shall not be used to evaluate the instructional performance of teachers, coaches, or sponsors. Video from security/surveillance cameras shall not be used for evaluative purposes under any circumstances.

In the event that a complaint against a member has been filed and potentially substantiated by video from the security/surveillance camera(s) the district shall permit the involved AEA member and a designated representative of the AEA to view the portion of the video recording relating to the alleged misconduct.

The AEA shall be notified at least ten (10) business days prior to any additional surveillance cameras being installed within the district. If there is a compelling reason for a change due to student and/or staff safety in the use of camera(s) (i.e., moving the location of a camera). The AEA and staff in the building will be notified prior to the change.

The District shall post a notice alerting staff, parents, students and visitors that there is video surveillance. At minimum, such notice shall be posted in at least one central location outside of each school within the District and inside both the main entrance and the primary activities/athletics entrance of each campus.

The AEA will be notified by the District any time a FOIA or FERPA request for security camera footage involving one or more member(s) is granted. In such circumstances, the member(s) addressed within the FOIA or FERPA request, as well as a designated representative from the AEA, shall be permitted to view the portion of the surveillance video shared with the individual or entity who made the FOIA or FERPA request. The FOIA officer shall also share the general nature of the granted FOIA or FERPA request with the member(s) and AEA designee. Both the nature of the granted FOIA or FERPA request and the corresponding surveillance video shall be made available to the teacher(s) subject within the FOIA and FERPA request and to the AEA designee as soon as possible following the granting of the request but no more than two (2) business days following the official response by the district to the requestor.

## **ARTICLE IV**

### **PERSONNEL FILES**

#### **A. Personnel File**

The Board shall maintain one (1) official personnel file on each member. A member shall have a right to inspect this file during regular business hours, provided such inspection shall not interfere with the member's regularly assigned duties and shall not normally exceed two (2) inspection requests in a calendar year. Such inspection shall take place only in the presence of an administrator, supervisor or administrative designee and shall occur within seven (7) working days after the member makes the request. Individual copies of any non-confidential material shall be given the member on request.

#### **B. Right of Copy**

Every member shall be given a copy of any material added to the member's official Board file upon its inclusion, excluding documents developed by the District personnel and business offices as part of their annual record keeping responsibilities.

#### **C. Right of Addition and Attachment**

Every member shall have the right to add any material to the member's official Board file or other files pertinent to the member and to attach dissenting or explanatory material to any documents or other pieces of material on file, provided said member material is attached within one (1) calendar year of the time of receipt of the copy of the material added to the member's official Board file which generated the responsive document. A copy of dissenting or explanatory material shall be submitted to the member's immediate supervisor.

#### **D. Right of Privacy**

Members shall be notified each time a request for their personnel file is made by outside third parties in accordance with Article IV, Section F. The Board shall not disclose to a third party any disciplinary reports, letters of reprimand, or other records of disciplinary actions concerning a member which are more than four (4) years old, except when disclosure is ordered to a party in a legal action or arbitration.

#### **E. Removal of Material**

Before any material is removed from the file of a currently employed member, or currently laid-off employee, such member shall be notified seventy-two (72) hours before removal and an opportunity shall be given the member to copy the material to be removed.

**F. Confidentiality**

Any documents or the contents thereof relating to member evaluation and performance and all materials placed in a member's file by an administrator/supervisor shall be respected as confidential by the member and the administration/supervisor except as necessary for the operation of the District or as is required by the member for the protection of the member's legal rights.

## **ARTICLE V.1**

### **TEACHER LEAVES**

#### **A. Sick Leave**

1. Each member shall receive fourteen (14) days of sick leave annually.
2. Unused sick leave shall accumulate for use to a maximum of three hundred sixty (360) days.
3. Sick leave is defined as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall include parents, spouse, domestic partner, siblings, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, grandparents-in-law, siblings of parents, and legal guardians. Use of sick leave following birth or adoption shall be limited to a maximum of ten (10) weeks (i.e., fifty (50) days) unless a physician certifies that a member's physical disability extends beyond this time limit.
4. The Board or designee may require a member who is absent for three (3) consecutive days, or as otherwise necessary, to provide a physician's certificate substantiating the illness, and, further, may direct a member, at Board expense, to undergo a physical examination by a physician who is licensed to practice medicine in all of its branches. The Board shall instruct the Superintendent or designee to provide the member with a list of at least five (5) physicians from which the member may select a physician to perform the examination.
5. A tenured or third- or fourth-year probationary member who is absent because of disability or incapacity for less than 120 consecutive school days, or for less than 120 out of 150 school days from the same illness or capacity, shall be deemed temporarily disabled. If a temporarily disabled tenured or third- or fourth-year probationary member does not have sufficient accumulated sick leave days to cover the duration of the member's absence, the Board shall grant said tenured or third- or fourth-year probationary member an unpaid leave of absence for the period of temporary disability, but not to exceed 120 consecutive school days, or 120 out of 150 intermittent days, from the onset of the disability.
6. Members will work with the Human Relations Department for time off allocation for unexpected family care issues.

#### **B. Sick Leave Bank**

Members shall be eligible to participate in the District Sick Leave Bank as described in Appendix H.

#### **C. Bereavement Leave**

If a member shall be absent as a result of the death of a member of the member's immediate family as described in Section A.3 above, the first three (3) days per year

shall not be deducted from sick leave. Bereavement leave is non-cumulative. The leave in this section is not intended to extend any leave available to the employee by virtue of law but shall run concurrently with such leave. Example: employee is allowed ten (10) days of unpaid leave pursuant to the Illinois Family Bereavement Leave Act. With the above language, three (3) of the ten (10) days will be paid, seven (7) will be unpaid (unless the employee chooses to use available sick/personal leave.)

**D. Personal Business Leave**

At the beginning of each school year, each member shall be credited with three (3) days to be used for personal reasons. A personal day may be for any purpose at the discretion of the member. A member shall make the request forty—eight (48) hours in advance of the time the member intends to use a personal day except in the case of an emergency. No reason need to be given. Such personal leave days may not be taken during the first two (2) days of the school year or the last two (2) days of the school year, nor the day immediately preceding or immediately following any school holiday, nor on any staff institute day or parent/member conference days, except in the case of a significant life event. In these cases, a reason needs to be provided to the Human Relations Department for approval and the member shall provide documentation of the event.

Examples of significant life events include, but are not limited to:

- Taking children to and from college on a date pre-determined by the college/university.
- Family milestones such as weddings; out of town reunions.
- Out of town graduations in the family.
- Religious, ceremonial, or cultural rites in the family.
- A member shall be granted from sixty (60) to ninety (90) minutes of time off without loss of a personal day to attend the member's child's first day of kindergarten.

Unused personal business leave days shall accumulate as sick leave. Any remaining personal leave rolls into sick leave the following year (see chart below).

Remaining Personal Days at End of Year	Convert to Sick Days the following School Year
3	4
2	3
1	2
.5	.5

### **E. Report of Leave**

Each member shall have access to accumulated leave time.

### **F. Maternity/Child-Rearing Leave of Absence**

A tenured member shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions and to the general conditions for unpaid leaves set forth in Section H of this Article:

1. A member who desires a maternity/child-rearing leave shall request approval for such leave in accordance with Section H.1 of this Article. The effective dates of the leave shall be determined pursuant to Section H.3.
2. Sick leave during maternity/child-rearing or adoption leave may be used for the birth or adoption of a child up to a maximum of ten (10) weeks (i.e., fifty (50) days) without the need to submit a physician's certification justifying the need for the use of additional sick leave. Any accumulated sick leave not utilized during the leave shall be available to the member upon return to employment in the District. [**Note:** See Section G of this Article for application of sick leave during FMLA.]
3. Any tenured member desiring adoption leave as a result of becoming an adoptive parent or becoming a parent by surrogacy shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the dates needed for the adoption. It shall be the responsibility of the applying member to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is attending school at the time the child is received (except kindergarten).
4. A maternity/child-rearing leave may be granted to a non-tenured member under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured member, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status (i.e., a non-tenured member must actually work at least 120 days in a school year to have that year count towards the acquisition of tenure). Upon return from such leave, the member shall not be considered as having any break in the member's probationary service. The granting of maternity/child-rearing leave to any non-tenured member shall not constitute a precedent for the granting or withholding of leave to any other non-tenured member. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured member to apply for such leave or accept the conditions established therefor.
5. A tenured member shall be entitled to a child-rearing leave of absence as a co-parent. Eligibility for such leave shall arise upon the anticipated birth and shall

be subject to all of the applicable notice and other requirements as set forth in Sections F.1, F.3 and H of this Article.

6. Insurance benefits may be maintained in accordance with Section H.4 of this Article.
7. Nothing in this Section shall be construed as requiring any member to apply for a maternity/child-rearing leave. A member not eligible for or not desiring maternity/child-rearing leave (1) may utilize accumulated sick leave for the birth or adoption of a child as set forth above in paragraph 2 of this Section, and/or (2) may exercise the member's rights under the federal *Family and Medical Leave Act*. See chart in Section G below.

**G. Family and Medical Leave**

1. Full-time members are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* ("FMLA") of 1993. Such leave is unpaid unless accumulated sick leave or personal leave is available to the member for the reason for which FMLA leave is requested. Members shall use accumulated sick leave, when applicable, concurrently with FMLA leave. In the event of birth or adoption, however, tenured members may use up to six (6) weeks (i.e., thirty (30) days) of the maximum ten (10) weeks of allowable sick leave non-concurrently prior to the use of FMLA; up to the four (4) remaining weeks of sick leave must be used concurrently with FMLA leave. [Note: See Section F.2 above.] The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the "rolling" 12-month period measured backward from the date a member uses any FMLA leave. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.
2. FMLA leave may be used for:
  - a. The birth and first-year care of a newborn child;
  - b. The adoption or foster placement of a child within the first year of placement;
  - c. The care of a member's spouse, parent, or child with a serious health condition; or
  - d. The treatment of a member's own serious health condition that makes the member unable to perform the functions of the job.

See the following chart for tenured members:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick								
						FML	FML	FML	FML	FML	FML	FML	FML	FML	FML	FML	FML

See chart below for eligible probationary members:

1	2	3	4	5	6	7	8	9	10	11	12
Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick		
FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA

**H. General Conditions for Leaves of Absence**

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions.

1. **Time-Lines for Requesting Leaves:** Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act*, shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 15 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
2. **Medical Substantiation:** Any request for a leave based upon personal medical reasons shall be accompanied by a physician’s statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the member’s ability to perform all assigned teaching duties shall be submitted at least thirty (30) calendar days prior to the return of any member on an unpaid leave for personal medical reasons.
3. **Structuring of Leave:** After consultation with the member, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent factors related thereto. An unpaid leave shall not exceed the balance of the school year in which it commences and one (1) additional school year, except as otherwise limited in this Article. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Leaves, which commence during the summer recess, shall begin no later than July 1.
4. **Insurance Benefits:** With the express written consent of the carrier, and after the expiration of any insurance benefits for an unpaid leave afforded under the federal *Family and Medical Leave Act*, a member on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the District’s Business Office or elsewhere pursuant to its direction.
5. **Salary Schedule Advancement/Seniority Effect:** A member shall not receive seniority credit or experience credit towards salary schedule advancement during

the time in which the member is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a member may be entitled to advancement on the salary schedule and may be afforded *pro rata* seniority credit, provided the member has taught at least ninety (90) days of the school term.

6. **Notice of Intent to Return:** Any member granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that the member intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.
7. **Position Upon Return:** A member returning from an approved leave of absence shall be assigned to a position for which the member is legally qualified.
8. **Eligibility for Further Leaves:** Anything in this Section to the contrary notwithstanding, a member who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such member has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
9. **Early Return from Leave:** A member on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting member the first available vacancy for which the member is qualified.

#### **I. Unpaid Leave**

The Board may grant a leave of absence without pay to tenured members for any purpose deemed appropriate and beneficial to the School District for a period of up to one (1) school year. Such leave may be conditioned in such manner as the Board may elect and must conform to the terms and conditions applicable to all leaves as set forth in Section H of this Article. The granting or withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such member or by any other member. The Board may grant requested leaves after the February 15<sup>th</sup> deadline under special circumstances and at their discretion.

#### **J. Sabbatical Leave**

Paid sabbatical leave may be granted to members at the discretion of the Board in accordance with the *School Code*.

## **ARTICLE V.2**

### **CUSTODIAL AND MAINTENANCE EMPLOYEE LEAVES, VACATIONS, AND HOLIDAYS**

#### **A. Sick Leave**

1. Each custodial/maintenance employee who is eligible for IMRF benefits shall receive fourteen (14) days of sick leave annually.
2. Sick leave may accumulate up to two hundred forty (240) days.
3. Sick leave is defined as personal illness, mental or behavioral complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall include parents, spouse, domestic partner, siblings, children, grandparents, grandchildren, parents-in-law, siblings-in-law, grandparents-in-law, siblings of parents, and legal guardians. Use of sick leave following birth or adoption shall be limited to a maximum of ten (10) weeks (i.e., fifty (50) days) without the need to submit a physician's certification justifying the need for use of additional sick leave.
4. The Board's designee may require a member who is absent for three (3) or more days in a 30-day period, to provide a physician's certificate substantiating the illness. Further, the Board may direct a member, at Board expense, to undergo a physical examination by a physician who is licensed to practice medicine in all of its branches. The Board shall instruct the Superintendent or designee to provide the member with a list of at least five (5) physicians from which the employee shall select a physician to perform the examination. This procedure will continue for one year from the first instance of a medical absence of more than three (3) days in a 30-day period.
5. All members must contact the Facilities and Operations Manager prior to their regular starting time if they are to be out ill. Notice of an absence due to illness should be made by 12:01 a.m. of the day of absence, except that in cases of an emergency, notice of absence should be given as soon as practically possible.
6. Any member who has completed at least two (2) years of service in the District and who is absent because of disability or incapacity for less than 120 consecutive school days, or for less than 120 out of 150 school days from the same illness or capacity, shall be deemed temporarily disabled. If a temporarily disabled member does not have sufficient accumulated sick leave days to cover the duration of the absence, the Board shall grant said member an unpaid leave of absence for the period of temporary disability, but not to exceed 120 consecutive school days, or 120 out of 150 intermittent days, from the onset of the disability.
7. Members will work with the Human Relations Department for time off allocation for unexpected family care issues.

**B. Sick Leave Bank**

Employees shall be eligible to participate in the District Sick Leave Bank as described in Appendix H.

**C. Bereavement Leave**

Full-time employees who must be absent as a result of a death in the immediate family, as defined in Section A.3 above of this Agreement, shall be afforded three (3) days annually for bereavement leave which shall not be deducted from sick leave. Bereavement leave shall not accumulate. The leave in this section is not intended to extend any leave available to the employee by virtue of law but shall run concurrently with such leave. Example: employee is allowed ten (10) days of unpaid leave pursuant to the Illinois Family Bereavement Leave Act. With the above language, three (3) of the ten (10) days will be paid, seven (7) will be unpaid (unless the employee chooses to use available sick/personal leave.)

**D. Personal Leave**

At the beginning of each school year, each member shall be credited with three (3) days to be used for personal reasons. A personal day may be for any purpose at the discretion of the member. A member shall make the request forty-eight (48) hours in advance of the time the member intends to use a personal day except in the case of an emergency. No reason needs to be given. An employee may take one (1) of the three (3) personal leave days in half-day increments.

Such personal leave days may not be taken on the day preceding or following any school holiday period or vacation unless approval is given by the Superintendent or designee. Personal leave cannot be used to participate in a work stoppage or for any activity which results in compensation to the employee from other than the Board. Application for personal leave must be made on a designated form to the Facilities and Operations Manager at least two (2) employment days prior to the desired leave. In an emergency, an employee may apply with less notice.

Unused personal business leave days shall accumulate as sick leave. Any remaining personal leave rolls into sick leave the following year (see chart below).

Remaining Personal Days at End of Year	Convert to Sick Days the following School Year
3	4
2	3
1	2
.5	.5

**E. Report of Leave**

Each employee shall have access to accumulated leave time.

**F. Family and Medical Leave**

1. Employees who meet the prerequisite work hours may be eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* (“FMLA”) of 1993. Such leave is unpaid unless the employee chooses to use accumulated sick leave or personal leave, if available to the employee for the reason for which FMLA leave is requested. An employee shall use accumulated sick leave, if applicable, or personal leave concurrently with FMLA leave. Vacation time must be used concurrently with FMLA leave. In the event of birth or adoption, however, employees with more than four (4) years of District experience may use up to six (6) weeks (i.e., thirty (30) days) of the maximum ten (10) weeks of allowable sick leave non-currently prior to the use of FMLA; up to the four (4) remaining weeks of sick leave must be used concurrently with FMLA leave. [Note: See Section A.3 above of this Article.] The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the “rolling” 12-month period measured backward from the date the employee uses any FMLA leave. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.
2. FMLA may be used for:
  - a. The birth and first-year care of a newborn child;
  - b. The adoption or foster placement of a child within the first year of placement;
  - c. The care of an employee’s spouse, parent, or child with a serious health condition; or
  - d. The treatment of an employee’s own serious health condition that makes the employee unable to perform the functions of the job.

See chart below for employees with more than four (4) years of District experience:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick								
						FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA

See chart below for eligible employees with four (4) years or fewer of District experience:

1	2	3	4	5	6	7	8	9	10	11	12
Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick	Sick		
FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA	FMLA

## **G. Vacation**

Full-time custodial/maintenance employees shall earn vacation in accordance with the following schedule:

<b>Years of Service*</b>	<b>Vacation Days</b>
Years 1 through 3	10 days (maximum accrual)
Years 4 through 8	15 days
Years 9 +	20 days

\*Years of service refers to full years of employment in the District, calculated as beginning before November 1.

Custodial/maintenance employees hired between July 1 and January 31 shall be considered in their second year of service (i.e., eligible for ten [10] vacation days) starting the following July 1 after their employment. Custodial/maintenance employees hired between February 1 and June 30 shall be credited with up to 4.5 vacation days (i.e., earned at the rate of .833 days per month) for this initial period of employment and shall be considered in their first year of service (i.e., eligible for ten [10] vacation days) starting July 1 after their employment. Vacation days accrue at the rate of one (1) day per every thirty (30) days, up to the maximum annual days specified above, and may be taken as earned. During an employee's probationary period, vacation cannot be taken. Vacation days will be charged in full-day increments only.

In addition, employees may choose to receive one and one half (1.5) vacation days for working seven (7) hours of overtime without compensation up to a maximum of three (3) vacation days per year.

Vacation days which are not taken in the fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) may be carried over for use only until December 31 of the following fiscal year, if approved in advance by the Superintendent or designee. Vacation day requests must be submitted at least five (5) work days in advance and must receive prior approval of the Superintendent or designee, who shall respond within three (3) work days from receipt of the request indicating acceptance or denial.

## **H. Holidays**

Each employee will be granted the day off with pay, for the following holidays, but only if the holiday occurs on a regular work day and school is not in regular session:

- |   |                           |
|---|---------------------------|
| 1. Labor Day                            | 8. New Year's Day         |
| 2. Indigenous Peoples' Day/Columbus Day | 9. Martin Luther King Day |
| 3. Election Day                         | 10. Presidents' Day       |
| 4. Veteran's Day (November 11)          | 11. Casimir Pulaski Day   |
| 5. Thanksgiving Day                     | 12. Memorial Day          |
| 6. Friday following Thanksgiving        | 13. Fourth of July        |
| 7. Christmas Day                        |                           |

In addition, when the following days fall on a regular work day (i.e., not a weekend),

each twelve (12) month employee will be granted the day off with pay, for the following holidays, provided these days are student non-attendance days on the school calendar:

1. Rosh Hashanah
2. December 24
3. Yom Kippur
4. December 31
5. Good Friday
6. Juneteenth

If any of the above holidays are removed by the Illinois legislature from the required holidays set forth in the *School Code* for public schools, employees shall no longer be afforded such day(s) under this provision. In addition, if any of the above holidays are approved for a requested waiver of mandates by the Board, employees shall not be afforded such holidays. Any employee whose presence is necessary because of an emergency or for the continued operation and maintenance of school facilities or property may be required to work on any of the above designated holidays.

## ARTICLE VI.1

### TEACHER WORKING CONDITIONS

#### **A. School Year**

The school year for members shall consist of not more than one hundred and eighty-two (182) days. If the members are required to work more than 182 days, each additional day shall be computed at the daily rate.

#### **B. School Day**

The Board reserves the right annually to adjust the start and close of the school day according to student needs, provided the member work day does not exceed seven and one-half (7½) clock hours, and the student day does not exceed seven (7) hours and ten (10) minutes. Members are considered to be on duty until their professional responsibilities are fulfilled, and shall report to their teaching or assignment stations a reasonable time before the student day begins and remain a reasonable time after the student day ends to be available for meetings with students, parents, and/or professional personnel, including administrators and other supervisory personnel.

#### **C. Late Start/Inclement Weather**

On a day when there is inclement weather and a late start has been implemented, the members will be expected to arrive thirty (30) minutes prior to student arrival time.

#### **D. Reassignments, Transfers, Vacancies and Assignments**

1. **Definitions:** Reassignment, voluntary or involuntary, or change of assignment is a change of grade level or subject area within a building. A transfer, voluntary or involuntary, is a change of building. An assignment is notification of a member's position for the following school year.
2. **Notice of Assignment:** Principals will determine building assignments and reassignments as necessary. Each member shall be notified in writing of the member's tentative teaching assignment and other responsibilities, if any, for the following year as soon as possible after such assignments have been determined by the administration, but in no case later than the last day of school. A member's tentative assignment may be changed subsequent to such notification. If a member is notified of a change in assignment, the member shall have an opportunity to discuss the change with the appropriate administrator. If an assignment is changed after the last day of school, the member shall have the right to resign without prejudice.
3. **Vacancies and Transfers:**
  - a. **Vacancies:** The administration shall give notice to the Association President or designee of any vacancy which occurs in the bargaining unit or any promotional vacancies, as determined by the Board and after any recalls or

involuntary reassignments or transfers, before filling the vacancy. Notice shall be posted internally as soon as possible and prior to the external notification and filling the position. During the summer, vacancy notices shall be posted via email and on the District website.

- b. **Expressing Interest in Voluntary Reassignments or Transfers:** Principals will determine building assignments and reassignments as necessary. Any member wishing to be considered for a transfer, reassignment, or promotion must notify the Principal and Superintendent in writing by February 15, indicating the reasons for requesting the transfer or promotion and the school and/or position desired. Such requests shall be treated as a standing request and will be maintained by the District until September 1 of the following school year. The Human Relations Department shall maintain a centralized list of all transfer requests.
- Any member wishing to fill a position shall be granted an interview, and the interview process shall be consistent for all buildings.
  - Any member applying for a vacancy or reassignment and who is denied such shall be entitled to a conference with the appropriate administrator to discuss reasons for the denial. Upon request, the administrator shall provide the member a written explanation of such reasons.
- c. **Involuntary Reassignments or Transfers:** The parties recognize that in order to meet the staffing needs of the District it may be necessary to reassign or transfer a licensed staff member involuntarily. Before any involuntary reassignment or transfer becomes necessary, the Administration shall first actively seek qualified volunteers. If no volunteers are found, the building leader will work with the Superintendent/Designee and will consider the following factors in order in deciding who will be involuntarily reassigned or transferred:
- Seniority
  - Qualifications/Requirements (licensure/endorsements) of the licensed staff members
  - Additional Considerations (i.e. consecutive transfers or reassignments for a member, degrees, special expertise, interests, etc.)

Any member notified of an involuntary transfer from building to building shall be given, upon request, a written explanation of the reasons for the transfer and shall have the right to resign if the new assignment is unacceptable to the member.

#### **E. Duty-Free Lunch**

Members shall be entitled to a duty-free lunch period equal to the regular local school lunch period, but not less than thirty (30) minutes in such school day. The Board shall seek non-bargaining unit members to act as lunchroom supervisors. If enough such employees are unavailable, the Board shall seek member volunteers.

If a need remains for lunchroom supervisors, then the Board shall involuntarily assign available members by inverse seniority to lunchroom supervision duties.

**F. Substitutes**

The administration shall make every reasonable effort to secure substitutes for absent members, including substitutes for social workers and speech pathologists who are assigned full loads pursuant to special education guidelines.

**G. Supplies**

The Board and administration shall make every reasonable effort to have books and supplies available to members by the opening day of school.

**H. Educational Development Committee**

The Board and the Association agree to establish an Educational Development Committee. The EDC shall be composed of the Superintendent and one (1) Association representative from each building (including the Early Learning Center) selected by the Association.

The EDC shall meet at least once monthly at a time agreeable to both the Superintendent and the Association's EDC representatives.

Building-specific challenges and concerns are collected by the EDC representative who then shares the information with a building administrator. The EDC representative and the building administrator then endeavor to work together, at the building level, to resolve any building-specific issues. Building-specific issues that cannot be resolved at the building level may then be brought to the EDC for discussion. In addition, broader issues that may impact the educational experience across the District may come to EDC for an attempt at collaborative problem solving.

**I. Overload**

Members who are responsible for more than one thousand six hundred and seventy (1,670) minutes of student contact time during the student day in an average five (5) school day week shall be compensated at seven percent (7%) of the member's base salary. Student contact time is defined as the student day minus member lunch time and member preparation time. Members who have assignments in more than one (1) building may work more than seven (7) clock hours. Such members shall be compensated at a *pro rata* rate of their daily base pay, including the band director, who shall be compensated at 1.1 of the daily base pay.

**J. Teacher Meetings**

The District shall make every reasonable effort to limit member meetings that reduce members' preparation time.

**K. New Teacher Induction**

Prior to the beginning of the school term, for two (2) days, each newly employed member, in the presence of a District Office Administrator, shall be provided a review of the District's curriculum, goals and initiatives (past and present). Moving forward, members will then receive support through the District's mentoring program.

**L. Academic Freedom**

Members shall be given the opportunity to appear before the Board, after pursuing administrative channels, to respond to complaints from parents or administrators concerning the appropriateness of the concepts and instructional materials used to implement the formal curriculum of the District.

**M. Parent/Teacher Conferences**

The Superintendent shall schedule Parent/Teacher Conferences twice a school year in the fall and the spring.

**N. Internal Substitution**

When the District cannot secure an external substitute to cover a vacancy, members will receive the internal sub rate or can choose hours toward additional sick days when subbing during a plan period or duty-free lunch or when doubling up on duties (e.g., one member covering two classes of students at the same time).

If the building cannot secure a staff member for internal subbing, a member may be reassigned to a substitute role for the day not for pay unless the member chooses to utilize plan time or the duty-free lunch to complete duties from their regular position; that time would be paid at the internal sub rate or choose hours toward additional sick days. If a member is reassigned to a role not their own for the day, they will not be required to make up their missed duties from their regular position.

Additional sick time for internal substitution cannot be earned for any member during a member's last four (4) years prior to retirement.

**O. Early Dismissal**

Early dismissal dates are recommended by the calendar committee and the Superintendent or Superintendent's designee and approved by the Board annually. The time is used for professional development and collaborative meetings.

The Administration shall allocate ninety (90) minutes of an early release day near the end of the first two trimesters for all members responsible for student reports to work on report cards. The Board shall also schedule a half-day dismissal near at the end of the final trimester for the purpose of completing end-of-the-year duties and staff recognition. Principals will make every effort to not schedule meetings during

the five (5) school-day grading and reporting window that precedes the date reports cards are due.

**P. Committee Work for Hourly Pay or Sick Leave**

Each member of a District or Building Committee/Team that pertains to curriculum and instruction development and/or continuous improvement of the District will be paid at the regular curriculum rate for hours actually attending any meeting of the team or committee that occurs outside of the 7 ½ hour work day. In lieu of pay, the member may choose to be compensated with sick leave day(s). One sick leave day would be allocated for every five (5) hours of pre-approved district-level committee/teamwork, not to exceed four (4) sick days per year. Members with over ten (10+) years of service may perform committee/team work to receive a total of six (6) sick days per year. If a member accrues less than five (5) hours in school year, such accrued time will roll-over to the following school year. The Administration, after consultation with the Association, will establish a list of paid committees/teams and such list will be distributed to employees on or before the first day of student attendance.

Additional sick time for committee/team work cannot be earned for any member during a member's last four (4) years prior to retirement.

**Q. Work Beyond the Contractual Work Day (Not For Pay)**

Unless otherwise preapproved by the building principal, attendance at the Open House (grades EC-8), Meet & Greet (grades 1-8) and one (1) parent night (grades EC-K) and at least one (1) PTO or school-sponsored event to support the community are required. Participation in additional district, school, and community events outside the contractual work day should be documented by members and will be included in the Domain 4 summative rating.

**R. Teacher Preparation Time**

Plan time as outlined in this section applies to a typical five-day work week and may not be guaranteed during non-typical work weeks with holidays, field trips, and early dismissal.

Members who work less than full time will receive prorated allocations of planning minutes.

As required by law, all members working more than a five-hour day will receive a 30-minute duty free lunch.

**EC**

Early childhood classroom teacher and related service staff members will receive a minimum of 300 minutes of plan time per week.

**Pritchett and Tripp Elementary Schools**

Classroom teachers will receive a minimum of ten (10) plan times per full work week consisting of no less than thirty (30) consecutive minutes and occurring during student school hours. In addition to this plan time, the classroom teachers' schedules shall provide for at least twenty (20) minutes per day of plan time immediately preceding or immediately following the teachers' duty-free lunch period.

All other members will receive a minimum of seven (7) plan times per full work week consisting of no less than thirty (30) consecutive minutes. Six (6) of these plan times will occur during student school hours to the greatest extent possible and one during the morning time. When six (6) plans cannot be scheduled during student school hours, there will be a discussion with AEA leadership. In addition to this plan time, the members' schedules shall provide for at least twenty (20) minutes per day of plan time immediately preceding or immediately following the teacher' duty free lunch period; if scheduling for this twenty (20) minute plan time is not possible, the affected member will not be assigned daily student supervisory duties before or after that school day.

In addition, special education resource and/or self-contained teachers with less than ten (10) plans per week may utilize one (1) release day per trimester with pre-approval from building administration, taken in a half- or full- day increment for the purpose of completing required paperwork and planning for complex student needs. With pre-approval from building administration, one (1) additional paperwork day may be requested for teachers assigned to a self-contained special education program during the school year in extenuating circumstances. Any unused days in a trimester may not accumulate or rollover into the following trimester.

**Meridian**

Classroom and special teachers will receive a minimum of seventy (70) minutes of plan time per day consisting of no less than thirty (30) consecutive minutes during student school hours. In addition to this plan time, the classroom teachers' schedules shall provide for at least ten (10) minutes per day of plan time immediately preceding or immediately following the teachers' duty-free lunch period.

All other members will have a minimum of sixty-five (65) minutes of plan time per day distributed across one (1) or two (2) blocks of time and no less than twenty (20) minutes for a single plan time.

In addition, special education resource and/or self-contained teachers with less than seventy (70) minutes of plan time per week may utilize one (1) release day per trimester with pre-approval from building administration, taken in a half- or full- day increment for the purpose of completing required paperwork and planning for complex student needs. With pre-approval from building administration, one (1) additional paperwork day may be requested for teachers assigned to a self-contained special education program during the school year in extenuating circumstances. Any unused days in a trimester may not accumulate or rollover into the following trimester.

**Aptakisis**

All members will have no less than eighty (80) minutes of plan time per day. These minutes will be distributed across two (2) class periods whenever possible or three (3) separate blocks of time. When this is not possible, there will be a discussion with AEA leadership.

In addition, special education resource and/or self-contained teachers whose eighty (80) minutes of plan time is distributed across more than two periods, may utilize one (1) release day per trimester with pre-approval from building administration, taken in a half- or full- day increment for the purpose of completing required paperwork and planning for complex student needs. With pre-approval from building administration, one (1) additional paperwork day may be requested for teachers assigned to a self-contained special education program during the school year in extenuating circumstances. Any unused days in a trimester may not accumulate or rollover into the following trimester.

**S. School Schedule**

BLT and the building leader will discuss how to collect balanced input from members annually. Input will be collected for BLT and the principal to review which could lead to an ad-hoc schedule committee before the schedule is created and shared.

**T. Teacher Safety**

At the start of the school term, the designated administrator shall explain and give in writing staff safety policies and procedures including the names of the school's Crisis Response Team. All procedures will be available with emergency information in classrooms.

Two members from each buildings' Crisis Response Team will meet annually as a district team to discuss building processes, procedures and necessary training around safety. One AEA leader will sit on the District Safety Committee which meets at least once annually.

All members will receive safety training annually.

**U. Class Size**

Class size and/or teaching load can affect the quality of instruction, therefore, in consultation with building administration and the AEA President or Designee, the Superintendent will attempt to maintain a favorable pupil-member ratio. In the event that a favorable ratio should be exceeded, the Superintendent will notify the AEA President or Designee to discuss the options.

## **ARTICLE VI.2**

### **CUSTODIAL AND MAINTENANCE EMPLOYEE WORKING CONDITIONS**

#### **A. Probationary Period**

New employees shall be hired on a probationary basis until they complete a minimum probationary period of ninety (90) calendar days of employment. Any employee may be terminated at any time and for any reason during the probationary period. The probationary period may be extended by thirty (30) calendar days as deemed necessary by the Board. Upon successful completion of the probationary period, an employee shall be deemed employed on an annual contract basis. Probationary employees shall be eligible for fringe benefits at the time of initial employment unless specified otherwise in this Agreement.

#### **B. Full- and Part-Time Status**

An employee shall be deemed "full" or "part-time" as follows:

##### **1. Full-Time Custodial/Maintenance**

A custodial/maintenance employee is considered full-time if the employee is employed eight (8) hours per day, forty (40) hours per weeks, for a twelve (12) month year.

##### **2. Part-Time**

An employee who is employed less than either of the above-defined full-time amounts, but at least half-time in the job category, shall be considered part-time.

#### **C. Voluntary Resignation**

Employees shall provide two (2) weeks' notice of resignation from employment.

#### **D. Work Day**

The Board shall establish the hours of employment for all employees. Full-time employees shall work eight (8) hours per day, which includes a meal break of thirty (30) minutes and two (2) rest breaks of fifteen (15) minutes each. During their scheduled work hours employees may not leave their assigned buildings.

#### **E. Snow Days**

If weather conditions allow, the Superintendent or designee may direct employees to be at work on days that school is closed due to excessive snow fall. If the Superintendent directs employees not to report to work, such employees shall be paid their regular daily wages for that day. If the Superintendent directs employees to report, those employees may elect to use a personal day or vacation day if the employee feels it is unsafe to travel.

## **F. Seniority Defined**

Seniority is defined as the total length (days) of continuous full-time employment in the District as a member of the bargaining unit in one of the designated categories set forth below. Probationary employees shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work. Paid leave of absence (including FMLA leave) will count as continuous employment. Unpaid authorized leave days will not count as employment for seniority purposes, but they will not be considered to interrupt continuous employment. For full-time employment for less than a full year's service, seniority credit shall be prorated. If more than one employee has the same length of continuous service, seniority shall be determined by drawing lots.

For the purpose of reduction-in-force, all full-time employees shall be placed in one of the following categories upon their current assignments:

1. Driver
2. Day Custodians
3. Central Receiving
4. Maintenance
5. Certified HVAC

An employee shall retain seniority when moving from one category to another.

## **G. Reduction-In-Force**

If full-time employees are removed or dismissed or have their hours decreased as a result of a decision by the Board to either decrease the number of employees, to discontinue a particular type of educational support service, or to reduce hours of employment, written notice, together with a letter of honorable dismissal and the reason therefore, shall be given to the employee at least forty-five (45) days before removal or dismissal. Reductions shall be made in reverse order of seniority within the separate categories as set forth in Article VI.2.F above, provided, however, that the employee(s) with greater seniority possess the skills, qualifications, and abilities necessary to fill the position(s) of the employee(s) with less seniority. Any employee who has completed three (3) or more years of service in the District and whose position is being reduced shall be entitled to bump a less senior employee in any other category for which the person is qualified. The determination of qualifications shall be made by the Board and shall not be subject to the grievance and arbitration procedure set forth in Article VII.

If a vacancy occurs following a staff reduction within the recall period authorized by law, the Board shall first offer reemployment to the employee(s) laid off (by category) in the reverse order of the reduction, provided the employee to be recalled is determined to possess the current skills, qualifications, and abilities necessary to perform the work in the job to which recalled. This recall right shall not apply to probationary or part-time employees. An employee so recalled shall not be deemed

to have suffered a break in employment as a result of the RIF, but the employee shall not accrue any benefits, including seniority, for the period of the reduction. Notice of recall shall be sent to an employee by certified mail (return receipt request) to the last address submitted to the Board by the employee. The employee must notify the Board, in writing within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the employee during the recall period. Any employee who fails to notify the Board of the acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

#### **H. Vacancies, Transfers, and Promotions**

The administration shall give written notice to the Union President or designee of any vacancy which occurs in the bargaining unit, as determined by the Board, before filling the vacancy. Notice shall be posted as soon as possible prior to filling the position. Any employee who is interested in a vacant position may apply in writing to the Superintendent or designee. Receipt of a request to fill a vacancy shall be acknowledged by the Board within five (5) working days.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. Any claim by the Association or a member that there has been a violation of the terms of this Agreement shall be a grievance.
2. As used herein, the term "days" shall mean days on which the school business office is open.

#### **B. Informal Procedure**

The parties hereto acknowledge that it is usually most desirable for a member and the member's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the member or the Association, a grievance may be processed as follows:

#### **C. Formal Procedure**

1. **Step One:** The member or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted within twenty (20) days of the occurrence of the grievance or within twenty (20) days of when such occurrence should reasonably have become known. A formal grievance must be in writing and shall specify the particular contract provision allegedly violated and the remedy requested. Within ten (10) days of the meeting, the member and the Association shall be provided with the supervisor's written response.
2. **Step Two:** If the grievance is not resolved at Step One, then the member or the Association may refer the grievance in writing to the Superintendent or designee within five (5) days after receipt of the Step One answer. The Superintendent or designee shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Within eight (8) days of the meeting, the Association shall be provided with the written response of the Superintendent or designee.
3. **Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance.

The arbitrator's ruling shall be presented in writing to the Board and the Association. The arbitrator's ruling relating to the terms and conditions of this contract shall be binding. The selection of the arbitrator shall be through the mutual agreement of the Board and the Association upon an individual chosen from a list or lists of prospective arbitrators provided by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall base the decision solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

#### **D. General Provisions**

1. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
2. The parties agree that, if a grievable item is taken by the Association to other legal tribunals prior to exhausting the established grievance and arbitration provisions contained herein, then the offending party agrees to pay all legal costs and attorney fees incurred by the defendant in that action, which liability shall become immediate upon an arbitration ruling that the item taken to the other legal tribunals was, in fact, a grievable item under this Agreement.
3. The grievant shall be allowed representation of grievant's choosing at any step of the process, provided the Association has been given an opportunity to be present at any grievance adjustment.
4. If a member is required by the Board to be involved in the processing of a grievance during school hours, the member shall be excused for such purposes without loss of pay.
5. If a grievance arises from the action of authority higher than the principal or supervisor, the grievant may present such grievance at the appropriate step of the grievance procedure. An informal conference shall be held as the initiating step in such a situation. If the Association and Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.
7. A grievance may be withdrawn at any level without establishing precedent.
8. The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board or the administration to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.
9. No reprisals will be taken for the processing or participation in any grievance.

## **ARTICLE VIII.1**

### **TEACHER COMPENSATION AND BENEFITS**

#### **A. Compensation**

1. During the term of this Agreement, members shall be compensated pursuant to the schedules set forth in Appendices A, B, C, D and E of this Agreement. From said compensation amounts, the Board shall deduct and remit for each member the required pension contribution due the Illinois Teachers' Retirement System and the required health plan contribution due the Teachers' Health Insurance Security Fund on behalf of the member. No member may move more than one (1) vertical step per school year. Any member who does not teach/work at least ninety (90) days during a school term on at least a half-time (.5) or greater basis will not advance on the salary schedule for that year.
2. Longevity shall be paid for members on lane MA+30 beyond step 20 as shown on Appendices A through E of this Agreement.

#### **B. Extra Duty Schedule**

Members who are authorized by the Board to perform such extra duties listed in the Appendices shall be compensated pursuant to Appendix F of this Agreement. If the Board establishes additional extra duties, the Board shall first discuss such extra duties with the Association. Notices of extra duty vacancies shall be posted throughout the District. All members who apply for an extra duty assignment will be considered for the assignment.

Extra duty stipend vacancies will be posted and filled using the following process as established by Stipend Review Committee (SRC):

1. Postings for any stipend vacancy go out to all staff and are filled in the following order: (1) Members; (2) Assistants; (3) Admin, and; (4) Outside of the District.
2. If a stipend holder is on a Board approved FMLA leave, the stipend vacancy will be posted to D102 staff and filled for the term of the leave and the member has the right to the position when they return from the leave of absence for up to one year following the leave.
3. If a stipend holder wants to take a break from a stipend position, the stipend vacancy needs to be posted to D102 staff and can be filled for the term of the stipend by one of the qualified applicants. The stipend is open again at the end of the season and will need to be posted at the end of the school year to all D102 staff as a vacant stipend position.
4. All stipends that are held by non-certified staff are posted at the end of every year.

**C. Health and Dental Insurance**

The Board shall contribute the following amounts towards the premium cost for group health insurance and dental insurance coverage from a carrier selected by the Board:

1. Blue Choice PPO 750:
  - a. 100% for single coverage
2. Blue Advantage HMO 30:
  - a. 100% for single coverage
  - b. In addition to the cost of the premium for single coverage, the Board will contribute an additional 50% towards the remaining cost of the premium for spouse only, children only or family coverage.
3. Blue Choice PPO 1200
  - a. 100% for single coverage
  - b. In addition to the cost of the premium for single coverage, the Board will contribute an additional 26% towards the remaining cost of the premium for spouse only, children only or family coverage.
4. Dental insurance will have a maximum out-of-pocket of \$1,500 annually.

**D. Insurance Committee**

A District Insurance Committee, consisting of four (4) members appointed by the Association and four (4) members appointed by the Superintendent or designee, shall meet at least annually to review the group health insurance plans and projected rate increases, and to consider plan design changes that may be beneficial to employees and the District. Additional employee representatives from outside the bargaining unit may be invited to meet with the Committee. The Committee may provide input on these issues to the Board. Any proposed plan design changes shall be presented to the Board and to the Association Executive Committee for approval.

**E. Life Insurance**

The Board shall provide each member with a term life insurance policy of \$50,000. Members who retire or who are on leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under the policy, provided the carrier permits.

**F. Disability Insurance**

The Board shall provide each member with long-term disability insurance which will pay benefits, in conjunction with any funds received from the Illinois Teachers' Retirement System or the Social Security System, of sixty percent (60%) of a member's annual salary up to age sixty-five (65).

**G. Mileage**

Mileage encumbered by a member during authorized travel shall be compensated for at the rate allowed by the Internal Revenue Service. Members shall submit to the Superintendent as a voucher for payment a travel log which includes mileage, destination and purpose.

**H. Tuition Reimbursement**

1. **All Members:** Members shall be reimbursed at the rate of:

	Level 1	Level 2	Level 3
**All coursework shall be pre-approved by the Superintendent and/or Superintendent's designee	Coursework that is directly related to the improvement of education for children and leads to an EL/ Bilingual endorsement and/or a master's degree.	Coursework that is directly related to the improvement of education for children, could lead to an endorsement, and is offered through an ISBE approved university.	Coursework that supports continuous learning of members for the improvement of education for children and is not offered through an ISBE approved University.  *A maximum of four (4) Level 3 courses may be used for movement on the salary schedule after completion of a master's degree.  * Members at MA+30 may be reimbursed for Level 3 coursework.
Tuition Reimbursement Rate	\$350 per credit hour	\$320 per credit hour	\$150 per credit hour
Amount of Credit Hours Reimbursed per fiscal year	Maximum of twelve (12) credit hours towards a master's degree; maximum of eighteen (18) credit hours towards an EL/ Bilingual endorsement.	Maximum of twelve (12) credit hours towards endorsement.	Maximum of twelve (12) credit hours

\*Members taking courses in quarter hours will be reimbursed and accumulate credit hours using the following formula: 1 quarter hour = 2/3 semester hour. [Example: A three (3) quarter hour course equals two (2) semester hours.]

2. **Social Workers and Speech Pathologists:** Social workers and speech pathologists required by state law to earn CEU credits to maintain their professional licenses (but not for maintaining their school service personnel licenses) can apply those credits necessary to maintain licensure to the salary schedule. The formula as established in the Board-approved credit hours (fifteen

(15) hours of contact = one (1) approved credit hour) will be used to determine credit. The official certificate of CEU credit will be presented to the personnel office as proof of completion. Speech pathologists will be reimbursed up to \$500.00 per school year for licensure fees.

3. **General:** Application for reimbursement shall be filed with the Superintendent no later than forty-five (45) days after completion of the course for courses completed by February 1 and by June 1. Any courses completed after June 1 will be reimbursed the following September for member still employed in the District. A fee receipt and evidence of course completion must accompany this request. No coursework that receives less than a "B" grade shall be eligible for reimbursement. As long as a class starts on or before June 30, the staff member is reimbursed on that fiscal year. A course that starts on or after July 1, goes on the current fiscal year.

Tuition reimbursement shall be given for pre-approved CEU workshop(s) tuition not to exceed the current hourly tuition reimbursement rate for one hour of graduate level credit. In no event shall the reimbursement rate exceed the cost of the workshop taken to advance one (1) credit hour on the salary schedule. Workshops attended during the regular workday and/or paid for by the District can qualify for CEU advancement on the salary schedule. If there is an additional fee for the CEU credit, it will be the member's responsibility to pay the fee without reimbursement. Mileage for workshop attendance will not be paid if CEU credit is granted. Requests for reimbursement should be submitted once the CEU certificate has been received.

#### **I. Horizontal Movement**

Coursework approved by the Superintendent or designee must be completed by September 1 and evidence of successful completion (official transcript) and a lane change form submitted to the Superintendent or designee by October 1 prior to the start of each school year to be considered for horizontal advancement on the compensation schedule at the beginning of the school year. If the approved coursework is completed after the start of the school year, but prior to February 1, and evidence of successful completion (official transcript) and a lane change form are submitted to the Superintendent by March 1, the member may advance horizontally and receive one half of the annual salary increase commensurate with such horizontal movement. No coursework that receives less than a "B" grade shall be eligible for use for horizontal movement. Only approved coursework completed after the acquisition of a master's degree shall be utilized for advancement to the M.A. + 15 and M.A. + 30 lanes. When a member who is frozen on the salary schedule completes necessary coursework to move horizontally, the member may only advance down one (1) step. The member may not move multiple steps vertically to catch up to actual years of service.

## **J. Part-Time Teachers**

Members regularly employed at least half-time shall be entitled to all salary and benefits apportioned fractionally consistent with their part-time status. Where third party carriers permit, such members shall have the option of participating on a prorated basis in the insurance programs contained in this Agreement. In addition, those members regularly employed less than half-time shall receive prorated benefits of sick days, personal days, and bereavement days only. Part-time members shall be expected to attend all staff development and parent/member conference days, regardless of the members' scheduled workdays, and shall be paid at their per diem rate for such days whenever they occur on a non-scheduled workday.

## **K. Retirement Benefit Plan**

1. **Eligibility Requirements:** A member shall be eligible for the District's Retirement Benefit Plan subject to the following eligibility requirements:
  - a. Must submit a timely irrevocable notice of retirement as required under Section 2 below; and
  - b. Must be eligible to retire with TRS within one-hundred twenty (120) calendar days after the effective date of the member's resignation from employment with the District; and
  - c. Have at least fifteen (15) years of full-time teaching service in the District (not including accumulated sick leave TRS service credit) by the date of retirement; and
  - d. Shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the member's four (4) years used for the TRS retirement pension calculation.
  - e. Shall execute a promissory note wherein the member promises to pay back the difference between the total salary increases received under this Plan and the actual salary the member would have received in accordance with the regular salary schedule of the District if a change in the member's retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.
2. **Notification of Retirement:** Any eligible member, as described in paragraph 1 of this Section, who elects to retire no later than June 30, 2031, under the Illinois Teachers' Retirement System and qualify for the applicable benefits provided in this Section K must notify the Superintendent or designee in writing by February 15 prior to the member's last years (up to a maximum of four (4) years) of service of the member's irrevocable intent to retire with the exception of those individuals who desire to receive their first salary increase, as set forth in paragraph 3 below, during the 2024-2025 school year in which case written notice must be submitted on or before August 1, 2024. The final date by which notice of a member's irrevocable intent to retire must be submitted under this Agreement is February 15, 2027. Any eligible member who submits timely notice of retirement during the term of this Agreement, but whose effective date of retirement occurs beyond

June 30, 2027, shall be vested in and entitled to the retirement benefits included in this 2024-2027 Agreement provided the member's retirement date is on or before June 30, 2031. These retirement benefits shall not be provided to any member who participates in any other retirement incentive afforded by the Illinois Teachers' Retirement System or any other law.

3. **District Retirement Salary Increase:** Any member eligible to retire under the Teachers' Retirement System and the District's Retirement Benefit Plan will be compensated as follows:

- a. The Board agrees to increase the teacher's TRS creditable earnings by 6% over the teacher's previous year's reported TRS creditable earnings for up to four (4) years.

The increase will begin in the school year following that in which the member submits the required notice of retirement. The retirement compensation shall be in lieu of any other step or lane movement, extra duty positions, stipends, or any other services paid under this Agreement or by the District (i.e., the retiring teacher is deemed to be off-schedule). The member further understands and acknowledges that the member will not receive any other compensation for any additional activities or services on behalf of the District during the years in which the teacher is receiving the percent increase(s) described in this paragraph under the District Retirement Benefit Plan. If a member has an extra duty or other stipend assignment at the commencement of the retirement compensation period and ceases to perform those services during this period, the calculation of the member's percent increase(s) described in this paragraph shall be reduced by the amount of the extra services compensation.

See also the Side Letter for application of this paragraph's District Retirement Salary Increase to teachers who timely submitted notice of retirement under the 2024-2027 Agreement but whose effective date of retirement will occur under this Agreement.

4. **Post-Retirement Award**

To qualify for the post-retirement award provided in this paragraph, a member must meet the eligibility requirements of paragraph 1 above. Any retiring member who so qualifies shall receive an award of \$1,000 for each year of full-time teaching service in the District, up to a maximum of 25 years. This award shall be provided as a one-time lump sum payment issued after the retiring member's final regular paycheck and after the last day of employment (i.e., not intended to be a part of creditable earnings).

5. **Compensation for Unused Sick Days**

The Board shall pay eligible retiring members under paragraph 1 of this Section for their unused, accumulated sick days at a rate of twenty-five dollars (\$25) per day, provided such days are not calculated by the Members' Retirement System in a member's service years' credit, up to a maximum of \$4,250. This payment for unused, accumulated sick days is a severance payment to be made to eligible retiring members upon evidence from TRS of any excess days not used for service credit following their retirement and is not intended to be included in the creditable earnings for the members' final year of employment in the District. Members who submit intent to retire during this contract are eligible for this

benefit. Additionally, members who submitted their notice of retirement during the 2019-2024 collective bargaining agreement and who will retire between June 2025 and 2029 are also eligible for this benefit.

**L. 403b Matching Program: Tier 2 Members Only**

Members who are part of Tier 2 in the Teacher Retirement System are eligible to receive a Board matching contribution to the member's 403b. The Board will match up to \$300 of an annual contribution. Members must declare their intention to enroll in 403b matching program during the open enrollment period annually.

**M. Workers' Compensation**

Members who are injured while working are afforded benefits under Workers' Compensation insurance in the amount of two-thirds (2/3) of their normal daily wage after an initial absence of three (3) days. Such injured members must use their accrued sick leave at a one-third (1/3) daily rate to be entitled to continued payment of their full daily wages. In addition, injured members must turn their check payments from Workers' Compensation into the District Business Office as a condition of full salary payment. A member absent from work under Workers' Compensation will continue to be entitled to sick leave accrual. Injured members must submit a medical certification indicating fitness to return to work prior to their return.

## **ARTICLE VIII.2**

### **CUSTODIAL AND MAINTENANCE EMPLOYEE COMPENSATION AND BENEFITS**

#### **A. Wages**

1. During the term of this Agreement, employees shall be compensated pursuant to the schedules set forth in Appendix G of this Agreement. From said compensation amounts, the Board shall deduct and remit for each employee the required pension contribution due the Illinois Municipal Retirement Fund. No employee may move more than one (1) vertical step annually.
2. The compensation schedules for custodial and maintenance employees will become effective on July 1 of each year of this Agreement.

#### **B. Workers' Compensation**

Employees who are injured while working are afforded benefits under Workers' Compensation insurance in the amount of two-thirds (2/3) of their normal daily wage after an initial absence of three (3) days. Such injured employees must use their accrued sick leave at a one-third (1/3) daily rate to be entitled to continued payment of their full daily wages. In addition, injured employees must turn their check payments from Workers' Compensation into the District Business Office as a condition of full salary payment. An employee absent from work under Workers' Compensation will continue to be entitled to sick leave accrual and accrued vacation time. Injured employees must submit a medical certification indicating fitness to return to work prior to their return.

#### **C. Overtime**

1. Full-time employees who work a normal forty (40) hour work week shall also receive overtime pay for required work exceeding the normal work week. Full-time employees shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate for such overtime work. Full-time employees shall be paid at the rate of two (2) times the employee's regular hourly rate for overtime work performed on Sundays. All overtime hours must be approved in writing in advance of the time worked by the Superintendent or designee.
2. When an employee submits a personal business day request five (5) working days prior to working overtime, that personal business day shall be counted as a work day for the purpose of overtime computation
3. When an employee takes a personal business day after having worked overtime in a 40-hour work week, that overtime will be calculated at the regular hourly rate.
4. When a personal business day occurs prior to the day on which overtime was worked, that personal business day shall be counted as a work day for the purpose of overtime computation.

5. On such days when any employee is required to make a pick-up or delivery after hours, that employee will be granted hourly compensation until said pick-up or delivery is completed.
6. In lieu of receiving payments, employees may choose to receive one and one half (1.5) vacation days for working seven (7) hours of overtime up to a maximum of three (3) vacations days per year.

**D. Health and Dental Insurance**

The Board shall contribute the following amounts towards the premium cost for group health insurance and dental insurance coverage from a carrier selected by the Board:

1. Blue Choice PPO 750:
  - a. 100% for single coverage
2. Blue Advantage HMO 30:
  - a. 100% for single coverage
  - b. In addition to the cost of the premium for single coverage, the Board will contribute an additional 50% towards the remaining cost of the premium for spouse only, children only or family coverage.
3. Blue Choice PPO 1200
  - a. 100% for single coverage
  - b. In addition to the cost of the premium for single coverage, the Board will contribute an additional 26% towards the remaining cost of the premium for spouse only, children only or family coverage.
4. Dental insurance will have a maximum out-of-pocket of \$1,500 annually.

**E. Life Insurance**

The Board shall provide each employee with a term life insurance policy of fifty thousand dollars (\$50,000). Employees who retire or who are on leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under the policy, provided the carrier permits.

**F. Disability Insurance**

The Board shall provide each full-time employee with long-term disability insurance which will pay benefits, in conjunction with any funds received from the Illinois Municipal Retirement Fund or Social Security System, of sixty percent (60%) of an employee's annual salary up to age sixty-five (65).

**G. Mileage**

Mileage encumbered by an employee during authorized travel shall be compensated for at the rate allowed by the Internal Revenue Service. Employees shall submit to the Superintendent as a voucher for payment a travel log which includes mileage, destination and purpose.

#### **H. Call-In Time and Building Checks**

1. An employee may be called in to work after leaving for the day or on a day not scheduled to work. Custodial employees may also be required to conduct building checks on the weekends.
2. Employees called in after shift end or conducting building checks will be compensated either one (1) hour at the overtime rate or travel time and work time at the overtime rate, whichever is greater.

#### **I. Part-Time Employees**

Employees regularly employed at least half-time shall be entitled to all salary and benefits apportioned fractionally consistent with their part-time status. Where third party carriers permit, such members shall have the option of participating on a prorated basis in the insurance programs contained in this Agreement.

#### **J. Retirement Benefit**

Any employee who has completed fifteen (15) years of service in the District, is eligible for an Illinois Municipal Retirement Fund retirement pension, retires from service with the District in order to receive such benefit, and who notifies the Superintendent or designee in writing by June 30 prior to the employee's last year(s) (up to a maximum of four (4) years) of service of the employee's irrevocable intent to retire at the end of the fiscal year, will receive salary increases of six percent (6%) in the employee's final years of employment (up to a maximum of four (4) years of employment). This retirement benefit will not be provided to any employee who participates in any other retirement incentive afforded by the State.

The increases will begin in the school year following that in which the member submits the required notice of retirement. The member further understands and acknowledges that the member will not receive any other compensation for any additional activities or services on behalf of the District during the years in which the member is receiving the six percent (6%) retirement compensation, unless the compensation is exempt under the IMRF rules for accelerated retirement payments.

Any eligible member who submits timely notice of retirement during the term of this Agreement, but whose effective date of retirement occurs beyond June 30, 2027, shall be vested in and entitled to the retirement benefits included in this 2024-2027 Agreement provided the retirement date is on or before June 30, 2031.

#### **K. Post Retirement Award**

To qualify for the post-retirement award provided in this paragraph, an employee must meet the eligibility requirements of Section J above. Any retiring employee who so qualifies shall receive an award of \$1,000 for each year of full-time service in the District, up to a maximum of twenty-five (25) years. This award shall be provided

as a one-time lump sum payment issued after the retiring employee's final regular paycheck and after the last day of employment (i.e., not intended to be a part of creditable earnings).

## **ARTICLE IX**

### **EFFECT OF AGREEMENT**

#### **A. Complete Understanding**

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.

#### **B. Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

#### **C. Negotiations Procedures**

Not later than April 15 of the year of the expiration of this Agreement, the Board and the Association agree to start negotiations in accordance with the procedure set forth herein to secure a successor agreement. It is agreed that the parties will request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful as defined by the IELRA. Should FMCS be unavailable, the parties shall immediately commence discussions to seek a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **D. Management Rights**

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of School District 102 and the Board which are not specifically limited by the express language of this Agreement are retained by the Board.

#### **E. Zipper Clause**

The parties each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter (except as otherwise specifically provided herein) even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**F. Reopening of Negotiations**

Notwithstanding any provision to the contrary in this Agreement, the parties agree to reopen negotiations of this Agreement, upon the written request of the Board, provided such request is premised on the enactment of a state-imposed property tax “freeze”, a state-imposed increase of the Board’s required TRS “employer” contribution or upon a successful voter-initiated referendum pursuant to S.B. 1947. In the unlikely event that the parties are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the *Illinois Educational Labor Relations Act* with respect to the remaining years of the Agreement including the Board’s right of imposition and the Association’s right to job action.

**G. Duration**

This Agreement shall be effective the first day of the 2024-2025 school term and shall terminate at 11:59 p.m. on the day preceding the first day of the 2027-2028 school term.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APTAKISIC-TRIPP EDUCATION  
ASSOCIATION, IEA-NEA**

**BOARD OF EDUCATION  
APTAKISIC-TRIPP COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 102  
LAKE COUNTY, ILLINOIS**

\_\_\_\_\_  
**Co-President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Co-President**

\_\_\_\_\_  
**Secretary**

**APPENDIX A**  
**APTAKISIC-TRIPP CCSD 102**  
**TEACHER SALARY SCHEDULE 2024-2025**

		<b>BA</b>		<b>BA15</b>		<b>MA</b>		<b>MA15</b>		<b>MA30</b>
<b>1</b>	1.0000	46,182	1.0610	48,988	1.0763	52,727	1.0266	54,130	1.0170	55,025
<b>2</b>	1.0322	47,668	1.0335	50,629	1.0375	54,704	1.0367	56,116	1.0362	57,017
<b>3</b>	1.0322	49,203	1.0335	52,325	1.0375	56,756	1.0367	58,175	1.0362	59,081
<b>4</b>	1.0322	50,789	1.0335	54,078	1.0375	58,885	1.0367	60,310	1.0362	61,220
<b>5</b>	1.0322	52,423	1.0335	55,890	1.0375	61,092	1.0367	62,524	1.0362	63,436
<b>6</b>	1.0322	54,111	1.0335	57,762	1.0375	63,383	1.0367	64,818	1.0362	65,732
<b>7</b>	1.0322	55,854	1.0335	59,697	1.0375	65,760	1.0367	67,197	1.0362	68,111
<b>8</b>	1.0322	57,652	1.0335	61,697	1.0375	68,226	1.0367	69,664	1.0362	70,577
<b>9</b>	1.0322	59,508	1.0335	63,764	1.0375	70,784	1.0367	72,221	1.0362	73,132
<b>10</b>	1.0322	61,425	1.0335	65,900	1.0375	73,438	1.0367	74,871	1.0362	75,778
<b>11</b>	1.0322	63,402	1.0335	68,108	1.0375	76,193	1.0367	77,618	1.0362	78,523
<b>12</b>	1.0322	65,445	1.0335	70,389	1.0375	79,050	1.0367	80,467	1.0362	81,365
<b>13</b>				72,747	1.0375	82,014	1.0367	83,421	1.0362	84,310
<b>14</b>					1.0375	85,090	1.0367	86,482	1.0362	87,362
<b>15</b>					1.0375	88,281	1.0367	89,656	1.0362	90,524
<b>16</b>					1.0375	91,592	1.0367	92,946	1.0362	93,802
<b>17</b>					1.0375	95,026	1.0367	96,357	1.0362	97,198
<b>18</b>									1.0362	100,716
<b>19</b>									1.0362	104,361
<b>20</b>									1.0362	108,140
<b>21</b>									1.0178	110,063
<b>22</b>									1.0178	112,017
<b>23</b>									1.0178	114,011
<b>24</b>									1.0178	116,038
<b>25</b>									1.0178	118,102
<b>26</b>									1.0175	120,171
<b>27</b>									1.0175	122,273
<b>28</b>									1.0175	124,410
<b>29</b>									1.0175	126,586
<b>30</b>									1.0175	128,795
<b>31</b>									1.0175	131,047

**APPENDIX B  
APTAKISIC-TRIPP CCSD 102  
TEACHER SALARY SCHEDULE 2025-2026**

		<b>BA</b>		<b>BA15</b>		<b>MA</b>		<b>MA15</b>		<b>MA30</b>
<b>1</b>		46,644	1.0608	49,478	1.0763	53,255	1.0266	54,669	1.0170	55,598
<b>2</b>	1.0322	48,145	1.0335	51,135	1.0375	55,251	1.0367	56,677	1.0362	57,610
<b>3</b>	1.0322	49,695	1.0335	52,849	1.0375	57,324	1.0367	58,757	1.0362	59,695
<b>4</b>	1.0322	51,297	1.0335	54,619	1.0375	59,474	1.0367	60,913	1.0362	61,855
<b>5</b>	1.0322	52,947	1.0335	56,449	1.0375	61,703	1.0367	63,149	1.0362	64,093
<b>6</b>	1.0322	54,652	1.0335	58,340	1.0375	64,017	1.0367	65,467	1.0362	66,413
<b>7</b>	1.0322	56,412	1.0335	60,294	1.0375	66,418	1.0367	67,869	1.0362	68,815
<b>8</b>	1.0322	58,228	1.0335	62,314	1.0375	68,909	1.0367	70,360	1.0362	71,306
<b>9</b>	1.0322	60,103	1.0335	64,402	1.0375	71,492	1.0367	72,944	1.0362	73,886
<b>10</b>	1.0322	62,039	1.0335	66,559	1.0375	74,173	1.0367	75,620	1.0362	76,559
<b>11</b>	1.0322	64,036	1.0335	68,789	1.0375	76,955	1.0367	78,394	1.0362	79,331
<b>12</b>	1.0322	66,099	1.0335	71,093	1.0375	79,841	1.0367	81,272	1.0362	82,202
<b>13</b>				73,474	1.0375	82,834	1.0367	84,255	1.0362	85,177
<b>14</b>					1.0375	85,941	1.0367	87,347	1.0362	88,259
<b>15</b>					1.0375	89,164	1.0367	90,553	1.0362	91,453
<b>16</b>					1.0375	92,508	1.0367	93,876	1.0362	94,763
<b>17</b>					1.0375	95,976	1.0367	97,321	1.0362	98,193
<b>18</b>									1.0362	101,747
<b>19</b>									1.0362	105,428
<b>20</b>									1.0362	109,245
<b>21</b>									1.0178	111,187
<b>22</b>									1.0178	113,160
<b>23</b>									1.0178	115,179
<b>24</b>									1.0178	117,231
<b>25</b>									1.0178	119,315
<b>26</b>									1.0175	121,405
<b>27</b>									1.0175	123,533
<b>28</b>									1.0175	125,701
<b>29</b>									1.0175	127,898
<b>30</b>									1.0175	130,134
<b>31</b>									1.0175	132,408

**APPENDIX C**  
**APTAKISIC-TRIPP CCSD 102**  
**TEACHER SALARY SCHEDULE 2026-2027**

		<b>BA</b>		<b>BA15</b>		<b>MA</b>		<b>MA15</b>		<b>MA30</b>
<b>1</b>		46,877	1.0608	49,725	1.0763	53,521	1.0266	54,945	1.0170	55,879
<b>2</b>	1.0322	48,386	1.0335	51,391	1.0375	55,527	1.0367	56,961	1.0362	57,899
<b>3</b>	1.0322	49,943	1.0335	53,113	1.0375	57,611	1.0367	59,051	1.0362	59,994
<b>4</b>	1.0322	51,553	1.0335	54,892	1.0375	59,771	1.0367	61,218	1.0362	62,164
<b>5</b>	1.0322	53,212	1.0335	56,731	1.0375	62,011	1.0367	63,465	1.0362	64,414
<b>6</b>	1.0322	54,926	1.0335	58,632	1.0375	64,337	1.0367	65,794	1.0362	66,745
<b>7</b>	1.0322	56,694	1.0335	60,595	1.0375	66,750	1.0367	68,209	1.0362	69,159
<b>8</b>	1.0322	58,519	1.0335	62,625	1.0375	69,253	1.0367	70,712	1.0362	71,663
<b>9</b>	1.0322	60,404	1.0335	64,724	1.0375	71,849	1.0367	73,308	1.0362	74,256
<b>10</b>	1.0322	62,349	1.0335	66,892	1.0375	74,544	1.0367	75,998	1.0362	76,942
<b>11</b>	1.0322	64,357	1.0335	69,133	1.0375	77,340	1.0367	78,786	1.0362	79,728
<b>12</b>	1.0322	66,430	1.0335	71,449	1.0375	80,240	1.0367	81,678	1.0362	82,613
<b>13</b>				73,842	1.0375	83,248	1.0367	84,677	1.0362	85,603
<b>14</b>					1.0375	86,371	1.0367	87,784	1.0362	88,700
<b>15</b>					1.0375	89,610	1.0367	91,005	1.0362	91,910
<b>16</b>					1.0375	92,970	1.0367	94,345	1.0362	95,237
<b>17</b>					1.0375	96,456	1.0367	97,808	1.0362	98,684
<b>18</b>									1.0362	102,255
<b>19</b>									1.0362	105,955
<b>20</b>									1.0362	109,791
<b>21</b>									1.0178	111,742
<b>22</b>									1.0178	113,726
<b>23</b>									1.0178	115,755
<b>24</b>									1.0178	117,817
<b>25</b>									1.0178	119,912
<b>26</b>									1.0175	122,012
<b>27</b>									1.0175	124,151
<b>28</b>									1.0175	126,330
<b>29</b>									1.0175	128,538
<b>30</b>									1.0175	130,785
<b>31</b>									1.0175	133,070

**APPENDIX D**  
**APTAKISIC-TRIPP CCSD 102**  
**EXTRA DUTY PAY SCHEDULE 2024-2027**

Level 1		Level 2		Level 3		Level 4		Level 5	
Hours 80+		Hours 50-79		Hours 40-49		Hours 20-39		Hours 10-20	
Years 1-3	\$3,791.53	Years 1-3	\$2,924.18	Years 1-3	\$2,053.70	Years 1-3	\$1,293.73	Years 1-3	\$727.66
Years 4 +	\$4,267.94	Years 4 +	\$3,286.97	Years 4 +	\$2,305.98	Years 4 +	\$1,453.22	Years 4 +	\$821.48
Basketball Boys 8th (2) Basketball Boys 7th (2) Basketball Girls 7th (2) Basketball Girls 8th (2) Broadcasting Club AJHS (1) Drama AJHS (1) Drama Club/Play Production MS (2) Soccer AJHS (2) Track Boys AJHS (1) Track Girls AJHS (1) Volleyball Boys 7th (2) Volleyball Boys 8th (2) Volleyball Girls 7th (2) Volleyball Girls 8th (2) Wrestling AJHS (3) Yearbook AJHS (1) Yearbook MS (1) Yearbook PES (1) Yearbook TES (1)		Assistant Track Coaches AJHS (3) Book Club MS (2) Boys/Girls Cross Country AJHS (2) Cheerleading 7th (1) Cheerleading 8th (1) Drama Assistant AJHS (1) Golf AJHS (3) Poms 7th (1) Poms 8th (1) Scholastic Bowl AJHS (2) Student Council AJHS (2) Student Council MS (1) Student Council PES (1) Student Council TES (1) Yearbook EC (1)		Asst. Cross Country Girls/Boys AJHS (1) Assistant Wrestling AJHS (1) Band 7th/8th (1) Chamber Orchestra AJHS (1) Chorus 4th MS (1) Honors Chorus 5th MS (1) Jazz Band 8th (1) Outdoor Education MS (2) Pritchett Gives Back PES (1) Sfozando Strings AJHS (1)		Acceptance Club AJHS (1) Art Club AJHS (1) Band 5th/6th (1) Blue Stem Challenge TES (1) Chorus 5th (1) Chorus 6th/7th/8th (1) Jazz Band 6th/7th (1) Lighted Schoolhouse MS (2) Newspaper AJHS (1) Orchestra 5th/6th (1) Orchestra 7th/8th (1) Panther Pick Book Club PES (1) Rebecca Caudill Book Club AJHS (1) SPARK (1) Springfield Trip AJHS (1) Talent Show AJHS (2) Talent Show MS (2) Washington Trip AJHS (1)		Ambassadors AJHS (2) Art Show AJHS (1) Art Show MS (1) Art Show PES (1) Art Show TES (1) Black Tranquility Club (1) Catalyst Club AJHS (1) Family Book Club PES (1) Family Book Club TES (1) Musical Production PES (1) Musical Production TES (1) National Junior Honors Society AJHS (2) PALS AJHS (2) Peer Buddies AJHS (2) Recycling Program MS (1) Snowflake AJHS (1) Spelling Bee Coordinator MS (1) Young Authors MS (1)	

**HOURLY RATES**

AM/PM Recess	\$32.82
Committee Reimbursement	\$34.13
Curriculum Development	\$34.13
Detention	\$31.80
Internal Sub	\$43.79
Lunch Room	\$32.82
SPED Study Hall	\$32.82
Professional Development Trainer	\$50.00

**MISCELLANEOUS**

Approved Supervision/Per Event	\$67.76
Athletic Director AJHS	5,000.00
Overnight Chaperones/Per Night	\$129.27
Overnight Nurse Skilled Supervisio	\$210.13
Skilled Supervision/Per Event	\$83.39
<b>ACADEMIC PROGRAMS</b>	
Summer School	\$4,978.37
Extended School Year	\$4,978.37
Mentor Stipends	\$781.87

**APPENDIX E**  
**APTAKISIC-TRIPP CCSD 102**  
**CUSTODIAL AND MAINTENANCE SALARY SCHEDULE**

2024-2025	New Hires	
Category	Low	High
Driver	\$19.69	\$24.62
Day Custodian	\$24.62	\$29.87
Central Receiving	\$30.60	\$35.86
Maintenance	\$36.93	\$44.32
Certified HVAC	\$44.56	\$51.59

Current Employee Salary Increase	Percent Increase
2024-2025	3.54%
2025-2026	3.54%
2026-2027	3.54%

2025-2026	New Hires	
Category	Low	High
Driver	\$20.38	\$25.48
Day Custodian	\$25.48	\$30.92
Central Receiving	\$31.67	\$37.12
Maintenance	\$38.22	\$45.87
Certified HVAC	\$46.12	\$53.40

2026-2027	New Hires	
Category	Low	High
Driver	\$21.09	\$26.37
Day Custodian	\$26.37	\$32.00
Central Receiving	\$32.78	\$38.42
Maintenance	\$39.56	\$47.48
Certified HVAC	\$47.73	\$55.27

**APPENDIX F  
SICK LEAVE BANK**

***Article I***

**PURPOSE**

The purpose of the Sick Leave Bank ("Bank") is to allow full-time employees of the School District through the assistance of the Board of Education to insure themselves against the loss of income due to long term or catastrophic illnesses or disabilities by the voluntary contribution of sick leave days to a Bank against which they may draw in the event of such illness or disability.

***Article II***

**ELIGIBILITY**

- 2.1 An employee of Aptakisis-Tripp Community Consolidated School District No. 102, Lake County, Illinois ("School District") shall be eligible to participate in the Bank if the employee:
- (a) is an employee of the School District eligible for sick leave benefits as determined by the Board of Education of the School District ("Board"); and
  - (b) at the time of initial participation,
    - (1) has accumulated five (5) days of sick leave from prior years if the employee is a licensed employee; or
    - (2) has accumulated four (4) days of sick leave from prior years if the employee is an Educational Support Personnel employee; or
    - (3) is newly hired and, if an ESP, has successfully completed the probationary period.

***Article III***

**PARTICIPATION**

- 3.1 An eligible employee may participate in the Bank by donating two (2) days of sick leave to the Bank:
- (a) within twenty (20) working days of initial employment or eligibility for newly hired employees; or
  - (b) between the beginning of the school year and September 15 of each school year for any employee who was not eligible to participate or chose not to participate in the previous year.
- 3.2 In order to continue to participate, a participant shall donate up to a maximum of two (2) additional sick leave days in a year to the Bank whenever such a donation is required under this policy to sustain the Bank.
- 3.3 Days donated shall not be refunded to the employee in the event of termination of employment, cessation of participation or other loss of eligibility, whether voluntary or involuntary.

***Article IV***

**UTILIZATION OF SICK BANK DAYS**

- 4.1 A participant who is not on an unpaid leave may utilize up to a maximum of twenty-five (25) paid sick leave days from the Bank per fiscal year for a personal illness or for the illness of a spouse/partner, a child ("child" is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical

disability) which constitutes catastrophic illnesses as defined by the Governing Board of the Bank and for which the employee does not receive benefits under the Workers' Compensation Act, the Workers' Occupational Diseases Act, IMRF and/or TRS, upon:

- (a) the exhaustion of the participant's sick leave and vacation time; and
- (b) presentation of satisfactory evidence of illness or disability.

A participant may petition the Governing Board of the Bank for the use of up to an additional twenty-five (25) paid sick leave days from the Bank in any fiscal year if unable to return to employment after exhausting the maximum twenty-five (25) allotment because of personal illness.

A part-time participant may use the Bank on a *pro rata* basis calculated upon days (e.g., if an employee works 50% time, that participant is entitled to a maximum of 50% of twenty-five (25) Bank days, equal to twelve and one half (12.5) days).

#### **Article V**

#### **GOVERNING BOARD OF THE SICK LEAVE BANK**

- 5.1 The Governing Board of the Bank ("Governing Board") shall be composed of seven (7) persons. The seven (7) person Board shall include:
  - Four (4) Association representatives, appointed by the Association;
  - One (1) educational support personnel employee whose position is not included in the Association's bargaining unit;
  - One (1) administrator appointed by the administration of the School District; and
  - One (1) School Board member appointed by the Board of Education.With the exception of School Board members, each member of the Governing Board must be a contributing member of the Bank.
- 5.2 The Governing Board shall have the power to:
  - (a) adopt by-laws which shall include, but not be limited to,
    - (1) electing of officers;
    - (2) conducting regular meetings under the provisions of Robert Rules of Order and the *Illinois Open Meetings Act*; and
    - (3) recording and approving minutes of all meetings of the Governing Board;
  - (b) adopt rules and procedures for the administration of the Bank;
  - (c) require additional contributions to the Bank from participants up to a maximum of two (2) sick leave days per year whenever the number of days in the Bank is less than 50% of the days originally contributed to the Bank when first established;
  - (d) determine issues relating to eligibility, enrollment and participation, and utilization of the Bank, including criteria for catastrophic illnesses, which determinations shall be final and not reviewable or appealable; and
  - (e) require evidence of illness or disability from the participant's own physician and, if the Governing Board in its discretion believes it necessary, require a second certification upon examination by a physician licensed in Illinois to

practice medicine. In such event, the Board shall pay that portion of the expenses for the second certification and examination not covered by insurance.

- 5.3 The Governing Board shall provide appropriate regular and timely reports on the use and administration of the Bank to the Board, which shall be responsible for all record keeping.

***Article VI***  
**DONATION BY RETIREES**

Members retiring from the District may donate up to ten (10) unused sick leave days to the Sick Leave Bank in the year of their retirement.

**APPENDIX G**  
**APTAKISIC -TRIPP CCSD 102**  
**RETIREMENT BENEFIT PLAN**  
**PROMISSORY NOTE**

Employee Name:

Date:

I, [NAME], have requested to participate in the Retirement Benefit Plan as outlined in Article VIII.1, Section K of the 2024-2027 Collective Bargaining Agreement.

As a condition of participation in the Plan, I understand that I must meet all of the eligibility requirements and conditions in Article VIII.1, Section K, which include among them the following pertinent part:

The member “shall execute a promissory note wherein the member promises to pay back the difference between the total salary increases received under this Plan and the actual salary the member would have received in accordance with the regular salary schedule of the District if a change in the member’s retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.”

If I meet all the eligibility requirements and conditions as set forth in Article VIII.1, Section K of the 2024-2027 Collective Bargaining Agreement, the Board agrees to provide to me the retirement benefits for which I am eligible.

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary increases the District paid if my decision to retire early will cause the District to pay an “excess salary contribution” to TRS. If my early retirement causes the District to pay an “excess salary contribution” to TRS, I will repay to the District an amount equal to the difference between the retirement salary increases and my ordinary, creditable earnings had I not participated in the Plan. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of this agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a default of this Promissory Note I will pay all costs and fees incurred by the Board of Education in collecting the balance due.

By signing this agreement, the parties agree to the terms stated above.

BOARD OF EDUCATION  
APTAKISIC-TRIPP COMMUNITY CONSOLIDATED SCHOOL  
DISTRICT NO. 102

\_\_\_\_\_  
[MEMBER NAME]

\_\_\_\_\_  
President

**SIDE LETTER OF UNDERSTANDING**  
**BETWEEN**  
**APTAKISIC-TRIPP EDUCATION ASSOCIATION, IEA-NEA**  
**AND**  
**THE BOARD OF EDUCATION**  
**FOR THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT**

**JOB SHARING PROGRAM**

1. **Definition:** Job sharing can be defined as the voluntary part-time service in which two (2) tenured staff members involved in job sharing are required to meet all of the professional requirements of a full-time staff member.
2. **Approval Process:** Each member who wishes to participate must find their own partner. All job share professionals must be submitted to the member's building administrator for provisional approval by December 15 for the following school year. Any proposal provisionally approved by the building administrator must then be submitted by the job-sharing program applicants to the Human Relations department for review by January 15 of the preceding school year. The administration and job-sharing program applicant shall meet upon a request to review the proposal. Final approval of a job share is by the Board of Education. All individuals submitting proposals shall be notified of the Board's decision before February 15 of the preceding school year.
3. **Work Schedule:** Both team members shall attend all before/after school functions, staff development, institute days, and conferences regarding students and parent conferences. Field trips responsibilities shall be equally shared. Job sharing teams who share students shall have a joint planning time on a daily basis of no less than thirty (30) minutes.
4. **Renewal of Job Share:** Each job-sharing team must be approved annually by the Board of Education following the timeline and process in item number 2 above.
5. **Re-Entry to Full-Time Teaching:** At the end of participation in a Job Share, each participating staff member who desires to return to full time employment may request to do so. There shall be no guarantee of an assignment in the same building or previous position.
6. **Termination of Program and/or Individual Position:** Any provisional or final approver is not obligated to renew any Job Share position. If one Job Share partner request a leave of absence or resigns, the other Job Share partner will be faced with finding a new approved Job Share partner, full-time employment or resignation.
7. **Compensation:** Each half-time Job Share partner will receive 50% of the salary they would receive on a full-time basis. Each year of half-time teaching in a Job Share shall be the equivalent of one-half (.5) year of service to the District so that two (2) years of part-time service in a Job Share are necessary to complete one (1) year of service credit.

8. **Evaluation:** Job Share participants shall have an informal evaluation complete by December 1 every year they are in a Job Share unless it is a formal evaluation year, then they will follow the formal evaluation process.
9. **Tenure and Seniority:** Job Share participants will retain their tenure and seniority. Two (2) years in a Job Share will equal one (1) year increase on the seniority list.
10. **Life, Health, Accident, Dental and Disability Insurance:** Job Share participants are eligible for the above fringe benefits. Participants will be responsible for one-half (.5) of the District's portion for those benefits.
11. **Retirement:** Employer and staff member contributions will continue to be based on percentage of salary. Credit for TRS will be in accordance with TRS policy.
12. **Sick Leave:** Sick leave will be pro-rated so that each staff member will receive the equivalent of half (.5) of the available day of paid sick leave per year. Unused sick leave will accumulate without limitation per staff member. It is required that Job Share partners cover for each other when one is absent, except in instances where a sudden onset of illness precludes the Job Share partner from making timely arrangements to cover the sick day. Job Share team members shall substitute for one another whenever possible at the daily certified substitute rate of pay and prorated for the number of hours per day.
13. **Personal Leave:** Personal leave will be three (3) days pro-rated so that each staff member will receive the equivalent of one and one-half (1.5) days of personal leave a year. Unused personal leave shall accumulate to a maximum of three (3) days. Any days accumulated in excess of three (3) days will be deposited in the staff member's sick day accumulation. In no case shall a staff member use more than three (3) personal days in one (1) school year. Job Share partners must follow the same guidelines when using Personal Leave. Job Share team members shall substitute for one another whenever possible at the daily certified substitute rate of pay and prorated for the number of hours per day.
14. **FMLA Leave:** Should a staff member request FMLA leave while participating in a Job Share, they must first attempt to make arrangements with their Job share partner so they will cover for the absent staff member during this time period. Compensation will be commensurate with the long-term substitute pay and prorated for the number of hours per day.

**APTAKISIC-TRIPP EDUCATION  
ASSOCIATION, IEA-NEA**

**BOARD OF EDUCATION  
APTAKISIC-TRIPP COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 102  
LAKE COUNTY, ILLINOIS**

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**Co-President**

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**President**

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**Co-President**

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**Secretary**

**SIDE LETTER OF UNDERSTANDING**  
**BETWEEN**  
**APTAKISIC-TRIPP EDUCATION ASSOCIATION, IEA-NEA**  
**AND**  
**THE BOARD OF EDUCATION**  
**FOR THE 2024-2027 COLLECTIVE BARGAINING AGREEMENT**

**SUBCONTRACTING**

The parties agree and acknowledge that the Board of Education retains and reserves its statutory rights and authority to direct the work of its employees, determine the kinds and levels of services to be provided, and the methods and means of providing those services, including entering into contracts with private vendors for services. The Board shall comply with all statutory obligations towards the Union if it ever determines to alter its methods of services through subcontracting with private vendors.

Further, during the term of this Agreement, the Board agrees to afford any current or newly hired custodial or maintenance employee who might be affected by any decision to subcontract services, the salary and benefit protections (i.e., for medical, dental and life insurance coverage), offered by the Board in prior subcontracting situations. If, during the course of this Agreement, the Board changes subcontracting vendors, it will make every attempt to assure that benefits in place with the current subcontractor will be duplicated with the new subcontractor. Such protections, however, shall only be afforded to custodial and maintenance employees whose performance and conduct are satisfactory or above under the District evaluation process.

**APTAKISIC-TRIPP EDUCATION  
ASSOCIATION, IEA-NEA**

**BOARD OF EDUCATION  
APTAKISIC-TRIPP COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 102  
LAKE COUNTY, ILLINOIS**

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**Co-President**

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**Secretary**