



**DISTRICT 89**

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION**

**Of**

**SCHOOL DISTRICT 89**

**AND**

**THE MAYWOOD EDUCATION ASSOCIATION**

**August 16, 2022**

**through**

**AUGUST 15, 2026**

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## **AGREEMENT**

### **PURPOSE AND SCOPE**

THIS AGREEMENT (“Agreement”) is entered into as of the 9th day of June, 2022, by and between the Board of Education of School District 89 (hereinafter referred to as the “BOE”) and the Maywood Education Association, IEA-MEA (hereinafter referred to as the “MEA”).

The BOE and the MEA recognize that they have a common responsibility beyond their collective bargaining relationship to provide a high quality education for the children of School District 89 and to maintain high morale of the staff. It is recognized by both parties that rates of pay, wages, hours of employment and other conditions of employment, which become items of negotiations in the process of collective bargaining, contribute to this quality of education and the morale of the staff.

When Educator involvement in decision making is planned and becomes actual, greater stability in the Educator/BOE/Administration relationship should result. This involvement of Educators will tend to create a democratic atmosphere in which good procedures and politics for the School District can be created.

The BOE and the MEA mutually affirm that one of their common goals is to provide learning and social experiences in which children of all races, religions, national origin and socioeconomic levels can learn to know, understand and appreciate their differences, as well as their common ties. We further affirm that learning situations for children are enhanced in part by the integration of children with diverse backgrounds.

### **SPECIAL NOTICE**

The BOE and the MEA agree to use acceptable non-sexist terms in this contract where required.

## **ARTICLE I.**

### **RECOGNITION-COLLECTIVE BARGAINING RELATIONSHIP**

#### **SECTION 1.01 UNIT DEFINED.**

The BOE recognizes the MEA as the sole and exclusive bargaining representative for licensed Educators in respect to salaries, hours of employment, and working conditions, except for those individuals excluded pursuant to the Illinois Educational Labor Relations Act.

#### **SECTION 1.02 RIGHTS AND PRIVILEGES.**

All rights and privileges currently enjoyed by Educators individually, or as a group, shall remain in full force and effect. There shall be no loss of these same rights and privileges except by the process of negotiations as expressly set forth in this agreement.

#### **SECTION 1.03 UNION - DISTRICT MEETINGS.**

##### **A. MEA EXECUTIVE OFFICERS — SUPERINTENDENT MEETINGS.**

The MEA’s Executive Officers and the Superintendent and/or other administrators he/she may choose, shall meet within a reasonable time upon request by either party for such meeting. These meetings shall be held for the purpose of discussing district improvements and sharing information about the school system and the educational profession. There shall be at least one such meeting

each quarter, unless otherwise agreed to by both parties. A written agenda will be exchanged by both parties prior to each meeting.

**B. BOE AND MEA COMMUNICATION MEETINGS.**

Designated members of the MEA may meet quarterly with two or more BOE members or their designee(s) to share information about the school system and the educational profession. A written agenda will be exchanged by both parties prior to each meeting. These meetings may be combined with the Superintendent/MEA meeting referred to in 1.03A above.

**SECTION 1.04 MEA MEETINGS.**

The MEA will be given time at the end of the contractual day to meet with their MEA members. The third Tuesday of each month will be set aside for the MEA meetings. Educators will be dismissed at 3:00 p.m. to attend this meeting. No other meetings will be scheduled at this time.

**SECTION 1.05 MEA PRESIDENT RELEASE TIME.**

The President of the MEA will be granted twelve (12) days of release time during the school year at no loss of salary. These twelve (12) days shall be used for MEA business only. The MEA President may delegate the use of these days to the MEA Vice-President, Secretary, Treasurer, or MEA Grievance Chairperson or his/her designee. The MEA will reimburse the School District the cost for substitute teachers when these days are used.

**SECTION 1.06 USE OF SCHOOL EQUIPMENT.**

The MEA shall have use of school's duplicating equipment during non-teaching hours upon prior notice to the principal, provided such use does not interfere with the conduct of the school business in the school and qualified operators are used to operate the machines. An MEA representative may use telephone facilities during non-teaching hours for MEA business, provided such use does not interfere with the conduct of business in the school.

**SECTION 1.07 MEA FACILITY USAGE.**

The MEA may, upon prior notification to the Office of the Superintendent, use a suitable facility for special MEA meetings. Such meetings shall be held at reasonable hours. Use of this facility shall not be unreasonably denied. If special custodial service is required, the MEA shall reimburse the District for such services. A building usage form must be submitted to the building principal at least three (3) days in advance.

**SECTION 1.08 NEW EDUCATOR ORIENTATION MEETING.**

An orientation meeting will be planned for new Educators. The MEA Executive Officers will be placed on the agenda of this meeting and allotted forty-five (45) minutes for the purpose of explaining the BOE/MEA Agreement.

**ARTICLE II.  
FAIR PRACTICE AND WORKING CONDITIONS**

**SECTION 2.01 NO DISCRIMINATION.**

The BOE and the MEA agree that there shall be no discrimination on the basis of race, ancestry, age, religion, creed, unfavorable discharge from military service, national origin, sex, sexual orientation, gender identity, disability, marital status, or membership or non-membership in, or association with, the MEA or any other employee organization.

**SECTION 2.02 NO COERCION.**

No employee, including Administrators and MEA members, shall coerce any other employee in an attempt to encourage said employee to join or not to join the MEA or other educational organizations.

**SECTION 2.03 PARENT/TEACHER ASSOCIATION/ORGANIZATION.**

Educators are highly encouraged, but will not be required to be members of their school’s respective Parent Teacher Association (PTA) or Parent Teacher Organization (PTO). Attendance at the PTA/PTO meetings is voluntary. The MEA agrees to encourage its members to affiliate with their PTA/PTO and to attend the regular meetings as an effort by Educators to create good public relations.

**SECTION 2.04 GRADES AND PROGRESS SUBMISSION.**

A. Parent Educator Conference: The BOE and the MEA support the collaboration among Educators, parents, and students through semi-annual Parent Educator Conferences. Educators will be required to attend both parent conferences. Parent Educator Conferences will be held virtually or in person, at the discretion of the BOE, near the conclusion of the first and third quarters. On these days, conference work hours are as follows:

PreK and Middle School 4:00 pm – 7:00 pm Thursday (one-hour duty free meal, 3:00 pm – 4:00 pm)

Elementary 4:30 pm – 7:30 pm Thursday (one-hour duty free meal, 3:30 pm – 4:30 pm)

PreK/MS/ES – 9:00 am – 12:00 pm Friday

B. Grading: The BOE and the MEA have an interest in fostering parent/guardian involvement in their child’s academic and social emotional learning.

1. Communicating with parents: Educators will contact parents with academic and/or behavior concerns utilizing the menu of approved districtwide communication platforms/modes of communication. Educators are not required to contact parents outside of contractual time.

- a. Swift K-12
- b. Dojo
- c. Phone call and email
- d. Microsoft TEAMS
- e. ZOOM

2. Grading: Educators shall keep and post accurate records of students’ grades in a timely manner using the electronic grading system furnished by the District. Classroom Educators and Encore Educators will update online gradebooks on a weekly basis. Grades should be recorded as soon as possible after an assignment is graded. Students will be granted sufficient opportunity to earn grades that accurately reflect their learning.

\* Due to the number of students on each Elementary Special Educator’s roster (Elementary Art, Music, and P.E.), Elementary Special Educators (Elementary Art, Music, and P.E.) will only be required to minimally enter a grade for each

student on their Elementary Special Educator's roster by the halfway point of each marking quarter and at the end of each marking quarter.

3. Bilingual/ESL and Special Education Educators are required to provide progress reports with the report cards for all students receiving these services.
4. Report Card Distribution: Report cards will be sent home after the end of each quarter.
5. Students must receive a minimum of eight grades from each core content subject (Science, Social Studies, Reading, Math) area and from classroom Educators.
6. Students in middle school must receive a minimum of one grade per week from Encore Educators during each marking period.

The BOE and the MEA agree to comply with any changes regarding grading and the reporting of grades required by State and/or Federal law.

The District will provide parent/student training and support on using the District's student information system.

### **SECTION 2.05 CURRICULUM MATERIALS COMMITTEE.**

The District shall have a Curriculum Materials Committee (CMC), as appropriate, which will consist of Educator volunteers along with district personnel to represent the curriculum department who shall review core curriculum materials including textbooks, programs, and other core curricular changes. Any new core curriculum materials considered by the District shall be presented to the CMC as soon as practicable, but in no instance less than five (5) business days prior to presentation to the BOE. The CMC will provide a written recommendation to the Superintendent and the BOE about the considered materials.

### **SECTION 2.06 STUDENT DISCIPLINE.**

- A. **Student Discipline:** Student discipline will be administered in accordance with the Student Code of Conduct (SCC). An Educator shall be responsible for the conduct of his/her class and for maintaining discipline in the school building. The Administration and the BOE agree to give support and assistance to the Educator with respect to maintenance of control and discipline in the classroom.

Before discipline referrals are made to administrators, the Educator shall be responsible for giving the student clear and explicit instructions of what behaviors are expected within the classroom.

- B. **Right to Remove Student.** Any student removed from the classroom with a written referral by an Educator, in accordance with the Student Code of Conduct, will be readmitted after appropriate action. Written documentation of such action will be provided to the Educator as soon as practicable, but in no instance more than two (2) days after the incident has occurred.
- C. **Emergency Procedure:** When an Educator notifies the office of imminent danger to themselves or their students, the principal or the designee will immediately come to the classroom.



- D. The District will provide training on the student information system for all Educators and Administrators. All student discipline and behavioral interventions, by Educators and Administrators, will be recorded in PowerSchool.

### **SECTION 2.07 EDUCATOR ASSAULT PROCEDURE.**

If a student assaults an Educator:

- A. The BOE will follow all appropriate procedures and protocols in accordance with Illinois School Code.
- B. The student's conduct will be addressed in accordance with the matrix found in the Student Code of Conduct.

If an assault on an Educator, while he/she is engaged in the line of duty, results in a loss of teaching time, the Educator shall be paid full salary between the time of the assault and the time Workers' Compensation takes effect. The time lost between the assault and Workers' Compensation will not be charged against the Educator's sick leave.

### **SECTION 2.08 ANNOUNCEMENT OF SCHOOL CLOSING.**

The Superintendent shall announce a school closing to all Educators one (1) day in advance, but no later than one (1) hour before the earliest Educator reporting time, if possible. The announcements of school closing will be communicated using the District's communication tools.

### **SECTION 2.09 SAFETY AND HEALTH.**

Every effort shall be made by all school personnel to provide safe and healthy conditions in all areas of the school. Educators will report unsafe and unhealthy conditions to their school administration who, in turn, shall investigate the conditions and report them back to the Educator.

### **SECTION 2.10 ACCOUNTING BY EDUCATORS.**

Educators will make all efforts to return all books or to have the children pay for any books, which they have lost or damaged. No basic textbooks shall be collected before the last week of the school year.

### **SECTION 2.11 CLASS SIZE.**

The District and the MEA have an interest in balancing class sizes to the extent possible within the facility and fiscal limitations.

In the event that an Educator is concerned that their class population has reached a level impacting instructional effectiveness, an Educator can address their concern in the following manner:

1. Present the concern, in writing, to their building Administrator.
2. The building Administrator will meet with the Educator to discuss the concern and possible solutions.
3. If the Educator is not satisfied with the results of the meeting, the Educator may present the concern, in writing, to the Superintendent or their designee, who will hold a similar meeting with the Educator.

The building Administrator and the Superintendent or their designee can consider the following as solutions, noting that this is not an exhaustive list:

- Co-teaching options with other Educators in the building
- Securing an Instructional Assistant to support student learning

- Hiring a new teacher at the grade level

### **SECTION 2.12 SUPERVISORY DUTY.**

School Administrators may assign Educators without homeroom students to morning duty as needed from 8:35 a.m. through 8:45 a.m. for K-5 Educators and 7:55 a.m. through 8:15 a.m. for 6-8 Educators. At the end of the day, all licensed staff will escort students out of the school and remain present for no more than ten (10) minutes in an effort to ensure student safety.

### **SECTION 2.13 EXTRA DUTIES.**

No Educator shall be required to attend or perform extracurricular activities. Music festivals and all-star games are not to be considered as extracurricular activities for music Educators and coaches, respectively. Meetings designed for the instruction of parents and curriculum committee work shall be excluded from this category. Agreement to this item shall not in any way prevent any Educator from offering his/her services in extracurricular activities on a volunteer basis.

No Educator shall be required to serve on more than one building or district committee during a school year.

### **SECTION 2.14 PREPARATION HOURS.**

To provide an opportunity for Educators to set up their classrooms, school buildings will be open two (2) weeks prior to the first student attendance day of the school year.

So far as possible, the Administration will plan to provide preparation time for Educators on an equitable and regular basis. For K-5 Specials and 6-8 Encore/PE classes will be planning time for classroom Educators.

For K-5<sup>th</sup> Educators, at least 64% of the Educator's weekly planning time during the student day will be for individual planning time for that individual Educator. For 6<sup>th</sup>-8<sup>th</sup>, at least fifty percent (50%) of the Educator's weekly planning time during the student day will be individual planning time for that individual Educator.

The building administration, in cooperation with the building Educator staff, will devise a schedule to equalize planning time for early dismissal days and testing periods. (i.e. State Assessments, MAP, etc.)

### **SECTION 2.15 POSTING VACANCIES.**

All vacancies and/or newly created Educator, Administrative, or Supervisory positions shall be posted a minimum of three (3) business days (days when the District office is open). Posting methods include district website, e-mail, and a designated area within each school (during school year). Within three (3) business days of posting, Educators, in writing, must submit their interests regarding any open position to the Assistant Superintendent of Human Resources. Such written requests will be considered before reviewing outside applicants.

### **SECTION 2.16 SELECTION OF SUMMER SCHOOL EDUCATORS.**

In selecting summer school Educators, preference will be given to qualified school district Educators who file a timely application. In the event the District is unable to fill all summer school positions with District Educators, the District is free to employ applicants from outside the bargaining unit. Such positions will be paid at the hourly rate identified in Article 7.02 Section F. The amount of the summer school pay will be announced when positions for summer school are posted.

## **SECTION 2.17 INVOLUNTARY TRANSFERS.**

### **DEFINITION:**

1. “Involuntary Transfer” occurs when there is a relocation of employees from one school to another school due to pupil distribution instructional requirements, or for other reasons.
2. In filling vacancies within the bargaining unit, the School District accepts the principle of District seniority set forth in Section 2.19 as incorporated herein.

### **PROCEDURES TO BE FOLLOWED:**

Step 1 Meetings will be held by the Assistant Superintendent of Human Resources or a designee from the District Office with each Educator being considered for involuntary transfer. The Assistant Superintendent of Human Resources will provide a list to the MEA President of each Educator being considered after the meetings are held.

Step 2 After the BOE approves the final list of Educators to be involuntarily transferred, notification will be given to the MEA President via letter with names of the involuntarily transferred Educators and their old and new assignments.

Step 3 The Assistant Superintendent of Human Resources will notify each involuntarily transferred Educator via email of the transfer. (Targeted date — end of second week of May)

Step 4 The Assistant Superintendent of Human Resources will set up an appointment between the principal of the school the Educator is being transferred into and the involuntarily transferred Educator. This procedure will allow the transferred Educator to meet with their new principal, their team and visit their classroom for the upcoming school year. (Targeted date – third week of May)

Occasionally, due to shifting student population or other specifically communicated District needs, involuntary transfers may need to occur outside the above stated time frame. When this occurs the above stated procedures **MUST** be followed by the District prior to the actual transfer of the Educator.

## **SECTION 2.18 VOLUNTARY TRANSFER.**

Any Educator may request a transfer from one school to another once a notice of vacancy is posted. This should be done in writing, stating the reason, and submitted to the Human Resource Department. If not granted, the Educator requesting the transfer will be informed why.

## **SECTION 2.19 SENIORITY APPLICATION.**

Seniority shall be defined as the length of continuous service within the bargaining unit.

Accumulation of seniority shall begin from the Educator’s first date of employment as identified by the Personnel Change Form. In the event that more than one individual bargaining unit member has the same starting date of work positions on the seniority list shall be determined by drawing lots. If two or more Educators share the same start date, the Assistant Superintendent of Human Resources shall draw lots within ten (10) work days following their first day of work to determine their placement on the district’s seniority list. The MEA President or his/her designee must be

present as a witness. Once lots are drawn, the employees shall be notified in writing of their placement on the seniority list.

An Educator who voluntarily terminates employment in a bargaining unit position to accept another position in the District and who subsequently is re-employed to a bargaining unit position shall be entitled to earned seniority in the bargaining unit only. Upon re-employment, the Educator will be given seniority credit for their service in the bargaining unit prior to voluntarily leaving the bargaining unit and will be placed at the appropriate spot on the seniority list.

#### **SECTION 2.20 INTERRUPTING CLASSROOMS.**

The BOE and the MEA agree that unnecessary classroom interruptions interfere with the instruction of students. Educators and administrators are both obligated to assume responsibility for eliminating unnecessary interruptions. Within the first month of school each building principal shall establish procedures with staff to keep classroom interruptions to a minimum. Each principal shall not reprimand an Educator or Educators on the public address systems. There shall be no monitoring of rooms using the public address system.

#### **SECTION 2.21 PARENT MEETINGS.**

Attendance at the Open House/Back to School Meeting is required for all Educators each school year. In addition, Educators will be required to attend one (1) building/district sponsored event each school year, if one is scheduled. Educators who are assigned to more than one building will be required to attend these meetings at their assigned home school.

#### **SECTION 2.22 PURCHASE OF SUPPLIES.**

The annual allocation for Educators that may be used for the purchase of small equipment, supplies and materials shall be as follows:

- Classroom Educators -- \$175.00 per classroom
- Educators without a classroom -- \$100.00
- Classroom Educators transferred to a new building or classroom -- \$100.00 additional per transfer
- New classroom Educators -- \$100.00 additional one-time payment

Requests for reimbursement must be made by December 1st.

The following procedures must be followed when using the apportioned funds:

1. Fill out form describing purchase and related subject materials.
2. Obtain either a cash register receipt or a store receipt when the purchase is made.
3. Present the receipt and the designated form to the principal. The principal will sign the form and send to the Business Office.

#### **SECTION 2.23 INSURANCE FOR EDUCATOR'S PROPERTY.**

The BOE will not insure the personal property of Educators.

#### **SECTION 2.24 TRANSPORTATION.**

The Administration is responsible for transportation arrangements for athletic teams during the school year for BOE approved athletic events. Educators are prohibited from providing said transportation.

### **SECTION 2.25 POLICY AND HANDBOOKS.**

The BOE shall post the BOE policy manual on-line. The BOE shall provide the Certified Procedural Manual to all members of the bargaining unit.

### **SECTION 2.26 INSTRUCTIONAL PLANNING.**

Effective lesson planning is the heart of effective teaching. Educators must determine how best to sequence instruction in a way that will advance student learning through the required content. It further requires the thoughtful construction of lessons. Educators will be involved in effective instructional planning that demonstrates, at minimum:

1. All lesson plans, for that week, are due at the start of the contractual day on Monday (Tuesday if Monday is a holiday).
2. The components listed below:
  - Standards/Objectives being addressed (written in student friendly language) and Illinois Learning Standards (Number/letter code).
  - Performance tasks that support the objective (i.e. including interactive online activities provided within district adopted curriculum and/or outside sources)
  - Formative and summative assessment(s)
  - Instructional strategies (i.e. differentiation, cooperative learning, reciprocal teaching, summarizing and note taking, etc.)

The online instructional planning templates, including small group tab, will be utilized by all Educators for the submission of lesson plans.

### **SECTION 2.27 BREAKFAST IN THE CLASSROOM PROGRAM.**

The benefits of eating a healthy breakfast are significant for all children. The MEA and District 89 acknowledge that the highest levels of participation in our breakfast program are necessary for maximum benefit to our students. In order to attain this goal of maximum participation, School Administrators and MEA members will work together and adhere to the following procedures to ensure proper implementation of the breakfast program.

1. At 8:35 a.m. for grades K-5 and 7:55 a.m. for grades 6-8 students will enter the building. Students will go to their classrooms to have breakfast.
2. At 8:35 a.m. for grades K-5 and 7:55 for grades 6-8 classroom Educators will greet students at their doorway. Educators will take attendance and engage in routine practices such as collecting student work. Educators may engage students in “bell ringer” activities such as read aloud, current event discussion, etc.
3. Educators without a class at the beginning of the day will be assigned to the playground to gather late arriving students, supervise in hallways or the cafeteria, or in classrooms determined to have a higher need by the building principal and building staff. These responsibilities will begin at 8:35 a.m. for grades K-5 and 7:55 a.m. for grades 6-8.
4. After the Pledge of Allegiance, at approximately 8:45 a.m. for grades K-5 and 8:10 a.m. for grades 6-8, students will clean up their desk and appropriately dispose of

any garbage or leftover food from the breakfast. Sanitary wipes, hand sanitizer and garbage bags will be provided for each classroom.

5. At approximately 8:45 a.m. for grades K-5 and 8:15 a.m. for grades 6-8 clean up should be completed and instruction should begin, or where appropriate, students should be taken to specials by the classroom Educator.

**SECTION 2.28 ACADEMIC FREEDOM.**

Educators have the right to use supplemental learning materials and to structure learning activities within the planned instructional program with prior approval from the school Principal. The School District, according to best practices, recognizes its responsibility to promote intellectual integrity and scholarly objectivity. In the event of adverse criticism by anyone, other than the school Principal, of the books, teaching methods or materials used in the School District, the procedure shall be as follows:

- (a) All objections and complaints regarding use of any instructional materials or methods shall be submitted in writing to the school principal.
- (b) The Educator and the principal shall discuss such objections as soon as possible after the complaint has been received.
- (c) If the Educator feels that the principal has ruled on the matter in a way unacceptable to the Educator, the Educator may ask for a review of the decision. Such review shall be held in a meeting attended by the Superintendent and/or designee, the principal, and the Educator involved.

**SECTION 2.29 MEA REPRESENTATIVE AND SCHOOL ADMINISTRATOR MEETING.**

The MEA representative and/or designee will meet with the school administration monthly, or as needed, to discuss matters of interest pertaining to each building. If appropriate, a written agenda will be prepared prior to each meeting.

**SECTION 2.30 EDUCATOR’S WORKDAY.**

<b><u>The Educator’s work day shall be as follows</u></b>		
	<b><u>K-5th</u></b>	<b><u>6th - 8th</u></b>
Monday, Tuesday, Wednesday, Thursday	8:30 a.m. - 3:40 p.m.	7:50 a.m. - 3:00 p.m.
Fridays, the day before a holiday and fifth Tuesdays	8:30 a.m. - 3:20 p.m.	7:50 a.m. - 2:40 p.m.
	<b><u>PreK</u></b>	
Monday, Wednesday, Thursday, Friday	8:00 a.m. – 3:00 p.m.	
Tuesdays	8:00 a.m. – 3:40 p.m.	
Fifth Tuesday	8:00 a.m. – 3:20 p.m.	
	<b><u>K-5th</u></b>	<b><u>6th - 8th</u></b>
<b><u>*Instructional Day</u></b>		
The instructional day will begin at	8:45 a.m. — 3:20 p.m.	8:15 a.m. — 2:35 p.m.
Except on designated Tuesdays	8:45 a.m. — 2:20 p.m.	8:15 a.m. — 1:30 p.m.

\*The PreK instructional day will be in alignment with the Preschool for All mandates.

Educators will have a common planning period from 3:20 p.m. - 3:40 p.m. for grades K through 5th and from 2:35p.m. - 3:00 p.m. for grades 6th through 8th, on Mondays, Wednesdays, and Thursdays.

Educators will have a duty free lunch period, which will be the same length as their students' lunch period (K-5<sup>th</sup> – 40 minutes and 6<sup>th</sup> – 8<sup>th</sup> -- 30 minutes).

<b><u>Tuesday Meeting Schedule:</u></b>	<b><u>PreK-5th</u></b>	<b><u>6th - 8th</u></b>
First Tuesday of each month	2:20 p.m. - 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Second Tuesday of each month	2:20 p.m. - 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Third Tuesday of each month	2:20 p.m. - 3:00 p.m.	1:30 p.m. – 3:00 p.m.
Fourth Tuesday of each month	2:20 p.m. - 3:40 p.m.	1:30 p.m. – 3:00 p.m.
Fifth Tuesday of each month	2:20 p.m. - 3:20 p.m.	1:30 p.m. – 2:40 p.m.

**Early Dismissal Tuesdays will be utilized for professional learning around several topics as follows:**

- First Tuesday of each month – Professional Learning Communities
- Second Tuesday of each month – School or District Directed
- Third Tuesday of each month – School or District Directed until 3:00PM (MEA members meeting)
- Fourth Tuesday of each month – School or District Directed
- Fifth Tuesday of each month – School or District Directed

If travel time is needed to another building, the meeting will begin at 2:35 p.m. for K -5th and 1:45 p.m. for 6-8th.

**SECTION 2.31 LEAVING BUILDING.**

Educators may be granted permission by the Principal or designee to leave their building during school hours. Such permission shall not be arbitrarily denied.

**SECTION 2.32 CHANGING GRADES.**

No grade recorded by an Educator will be changed unless there is clear evidence of clerical error or unless the administrator concerned initials such change.

**SECTION 2.33 NOTIFICATION OF GRADE LEVEL.**

At least two weeks before the last Educator attendance day, the principal will give the Educators in the building notification regarding the grade levels that the principal is planning for them to teach the following year.

**ARTICLE III.  
GRIEVANCE PROCEDURE**

**A. DEFINITION:**

A grievance shall mean a complaint that there has been a violation, misinterpretation or misapplication of any of the provisions of the-Agreement or policy of the School District.

**B. GENERAL PROVISION:**

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without an MEA representative. The Administration has the right to legal representation at these meetings.
2. The employee and his/her representative and witnesses shall be provided released time with pay for the purpose of appearing at arbitration hearings. No more than two (2) witnesses shall be given released time on a given day unless the parties mutually agree to release additional witnesses. Such time can be allowed in periods as small as one (1) hour.
3. If a grievance arises from the action of an authority higher than the principal of the school, the MEA may present such a grievance at the appropriate steps of the Grievance Procedure.
4. An employee who participates in the Grievance Procedure will not be subject to disciplinary action or reprisal because of such participation.
5. The failure of the MEA to act within the time limits will act as a bar to any further appeal. The administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may be extended by mutual written agreement.
6. In any instance where the MEA is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the MEA in writing of all meetings, hearings and resolution at any level. The MEA may appeal any decision, which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.
7. A grievance may be initiated and/or conducted by:
  - a. An employee in his/her own behalf
  - b. An employee accompanied by an MEA representative;
  - c. An MEA representative at the employee's request;
  - d. The MEA as sole and exclusive bargaining agent.
8. Conferences held under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present. No conferences shall be held during school hours.
9. All references to days shall mean Educator work days, excluding summer school.
10. All time limits may be extended by mutual written agreement between the parties.
11. Neither the written grievance nor any subsequent correspondence shall be inserted in the employee's official BOE file unless requested by the employee.

**C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCES:**

**INFORMAL CONFERENCE:**

A complaint may be discussed with the objective of resolving the matter informally.



## **GRIEVANCE:**

**STEP ONE:** In the event the matter is not resolved informally, the grievant may submit the grievance to the administrator directly concerned within fifteen (15) school days of the occurrence of the event giving rise to the grievance. The grievance shall be in writing setting forth all of the pertinent facts and dates relative to the grievance. The administrator shall, within ten (10) school days and the receipt of the grievance, confer with the grievant and/or his/her MEA representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the administrator shall give his/her written decision. A copy of the decision shall be given to the MEA. Within ten (10) school days of receiving the decision the MEA must notify the Administration in writing of the acceptance of the decision or move the grievance to the next appropriate stage.

**STEP TWO:** In the event the grievance has not been resolved in the first step, the MEA or the grievant may file an appeal to the Superintendent, or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the administrator's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the MEA and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the MEA. Within ten (10) school days of receiving the decision, the MEA must notify the Administration in writing of the acceptance of the decision or move the grievance to the next appropriate stage.

**STEP THREE:** If the grievance is not resolved at the Second Step then the MEA may submit a written request for the grievance to be heard by the BOE within ten (10) school days after the receipt of the Second Step answer. This request must include a brief summary of the MEA's facts and assertions concerning the grievance. The BOE shall hear the grievance at its next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses and representatives as it deems necessary. The grievance hearing will be held in executive session. Within forty (40) school days of the meeting, the grievant shall be provided with the BOE's written response, including the reasons for the decision.

**STEP FOUR:** If the grievance is not resolved satisfactorily at the Third Step, there shall be available a fourth step of impartial, binding arbitration. If the MEA desires arbitration, the MEA must submit in writing a notice of intent to proceed to arbitration to the Superintendent within thirty (30) school days from receipt of the Third Step answer.

- a. The arbitrator shall be selected from the Federal Mediation and Conciliation Service in the manner as follows: if the parties cannot agree within ten (10) school days on the arbitrator to hear the matter, the Voluntary Labor Rules of the Federal Mediation and Conciliation Service then pertaining shall be followed in the selection of an arbitrator.
- b. Neither party to the grievance will be permitted to assert grounds or evidence not previously submitted to the other party. Each party shall be entitled to representation and witnesses.
- c. The cost of the arbitrator shall be borne equally between the MEA and the School District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript.

- d. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his or her interpretation of the meaning or application of the express language of the Agreement. The arbitrator shall have no power to alter the terms of this Agreement

**ARTICLE IV.  
LEAVES AND RESIGNATIONS**

**SECTION 4.01 SICK LEAVE DAYS.**

- A. A newly employed full-time Educator will receive ten (10) days of sick leave for each of the first four years of full-time employment. Beginning in their fifth (5th) year in the District an Educator will receive fifteen (15) days of sick leave. An Educator with a hire date after October 1st of each year will have their sick leave prorated by the following formula: Sick Leave Days = days worked x 10/180.
- B. Unused sick leave days may accumulate to a maximum of 370. There shall be an annual accounting of unused sick leave days for each Educator. Such accounting shall accompany the first paycheck of each school year.
- C. Sick leave shall be interpreted to mean personal illness, physical disability, or serious illness or death in the immediate family as defined by the Illinois School Code 105 ILCS 5/24-6 or household. Household is interpreted to mean those persons actually living in the home as part of the family unit.
- D. Two (2) days of sick leave and no more than two (2) may be used for court summons.
- E. The BOE may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days of personal illness, or as it may deem necessary in other cases.
- F. Educators taking advantage of this plan in an improper way will be docked pay for such days. Continued improper use may result in the Educator being dismissed. Educators are not permitted to work for another employer while on sick leave.
- G. Educators who report to work but leave because of illness before 11:30 a.m. (for 6th- 8th grade Educators) and 12:00 (for K-5th grade Educator), will be charged a full sick day. Educators who report to work but leave because of illness at 11:31 a.m. (for 6th-8th grade Educators) and 12:01 (for K-5th grade Educators) or later will be charged one half sick day. This same procedure will be used for personal days, emergency days, bereavement days and court days.
- H. Educators having perfect attendance for the school year (180 days) will receive a bonus of \$150.00 with the June 30th paycheck.

**SECTION 4.02 PERSONAL DAYS.**

Non-tenured Educators shall be allowed two (2) days per year of personal leave and tenured Educators will be allowed three (3) days per year of personal leave for business reasons. Educators using this personal leave shall lose no pay nor any of their accumulated sick leave.

No Educator shall be required to disclose the reason for taking personal leave, but he/she by requesting a personal day from his/her principal guarantees that the day will be used for a legitimate purpose within the spirit of this Agreement. No days under this plan shall be taken for vacation or non-business reasons. No personal days will be granted during a job action, work stoppage, or strike. Neither shall any personal leave day be requested for the first or last day of a school year or a day immediately prior to or immediately following a holiday or school recess. Unused personal days will be accumulated as sick days.

#### **SECTION 4.03 RELIGIOUS OBSERVANCE DAYS.**

The BOE shall continue its policy with respect to excusing Educators to observe religious holidays.

#### **SECTION 4.04 BEREAVEMENT DAYS.**

All members of the bargaining unit shall be allowed up to three (3) days absence without loss of pay due to the death of a member of the immediate family. Immediate family will include the spouse, child, parent, brother, sister, grandparent, and grandchild. Bereavement leave days shall not be accumulated from year to year. The use of such bereavement leave shall not cause any reduction in sick leave, provided a copy of the obituary notice is submitted to the Business Office.

#### **SECTION 4.05 EMERGENCY DAY.**

An Educator may use one (1) sick day per year to take care of an emergency. When calling or e-mailing for an emergency day, the Educator must inform the attendance secretary the nature of the emergency. Failure to inform the attendance secretary will result in the Educator being docked a day's pay.

#### **SECTION 4.06 REPORTING ABSENCES**

The MEA and School District 89 recognize that consistent attendance is an important factor in student learning. When it is necessary to be absent, the absence should be reported to AESOP as soon as possible, but no later than 6:30 a.m. for 6<sup>th</sup>-8<sup>th</sup> Educators and 7:00 a.m. for K-5<sup>th</sup> Educators.

If an emergency occurs after 6:30 a.m. for 6<sup>th</sup>-8<sup>th</sup> Educators and 7:00 a.m. for K-5<sup>th</sup> Educators, a call is to be made, as soon as possible, to the attendance secretary in addition to reporting the absence to AESOP (see Appendix B for attendance secretary's direct line).

#### **SECTION 4.07 DISABILITY LEAVE.**

Disability shall commence on the date the doctor considers it advisable that the Educator no longer work. The Educator may use sick leave during the period of disability. At the time of returning to work the Educator must submit a doctor's statement verifying the Educator's ability to return to work. The Administration reserves the right to verify the Educator's ability to return to work. The Administration reserves the right to verify any doctor's certificate submitted under this section. If the disability leave does not exceed sixty (60) school days within a given school year, the Educator shall be returned to his/her same position. If the leave is more than sixty (60) school days, the Educator shall be returned to the same or comparable position. A request for a disability leave must be submitted to the Assistant Superintendent of Human Resources on the appropriate form. Educators are not permitted to work for another employer while on disability leave.

#### **SECTION 4.08 CHILD CARE LEAVE.**

A child care leave shall be granted to the mother or father of a newborn/newly adopted infant. An "infant" is defined as a child under two (2) years of age.

There are three (3) options of child care leave available:

- a. A leave of up to thirty (30) school days;

- b. A leave until the beginning of the school year immediately following the birth or placement of the infant (i.e., birth in October 2018, leave through August 2019); or
- c. A leave until the beginning of the school year immediately following the newborn/infant's first birthday (i.e., birth in October 2018, leave through August 2020).

All three (3) options will run concurrently with any FMLA leave for which the Educator may be eligible.

The application for the child care leave must be submitted to the Assistant Superintendent of Human Resources as far in advance as possible and it must indicate which option the Educator is selecting. Only one (1) option may be selected for each birth or placement. An Educator exercising option (c) will not be eligible to exercise options b or c until they have worked a complete (August through June) school year following the Educator's return.

No child care leave shall exceed the opening day of school following the newborn/newly adopted infant's first birthday. Upon returning from a child care leave, the Educator shall be placed in the same or comparable position. There shall be no loss of salary step or tenure status due to the child care leave for tenured personnel.

#### **SECTION 4.09 GENERAL LEAVE.**

An Educator may be granted a leave of absence without pay when such absence is deemed beneficial both to the Educator and the School District.

Request for leave without pay shall be filed with the Assistant Superintendent of Human Resources. Each request must indicate the reason and the period of time for which the leave is requested. Upon receipt of the request, the Superintendent shall make a recommendation to the BOE for granting the request or denying it. The decision of the BOE shall be final.

Upon return from leave the Educator shall be placed in a position that they are licensed to teach.

#### **SECTION 4.10 JURY DUTY LEAVE.**

Educators shall not be encouraged to request an excuse from or postponement of jury duty nor shall the school administration lend assistance in such matters except where extreme hardship will result either to the individual or the school system.

Educators serving on jury duty during their period of employment shall receive their regular salary during this period provided the jury pay received for serving is submitted to the School District. Extra expenses such as mileage, parking fees and meals may be deducted from the amount of jury pay submitted to the School District.

#### **SECTION 4.11 PROFESSIONAL CONVENTIONS.**

The BOE shall provide adequate funds to reimburse Educators for the cost of attending professional conventions, conferences, or meetings deemed advisable by the supervisor and/or other administrator in consultation with the affected Educators. There shall be no loss of salary for attendance at such meetings. Applications must be submitted to the Superintendent for final approval.

#### **SECTION 4.12 TERMINATION OF INDIVIDUAL CONTRACT.**

An Educator may terminate his/her contract in accordance with Illinois School Code Section 24-14, which currently provides that an Educator may resign at any time by obtaining concurrence of

the BOE or by serving at least 30 days' written notice upon the secretary of the BOE; however, no Educator may resign during the school term, without the concurrence of the BOE, in order to accept another teaching assignment.

## **ARTICLE V. EVALUATION AND PERSONNEL FILE**

### **SECTION 5.01 EVALUATION OF ALL EDUCATORS.**

The BOE and MEA agree that the primary objective of Educator evaluations is to improve the quality of instruction. A non-PERA committee will review the evaluation instrument and process for licensed employees covered by this agreement. This committee will be responsible for recommending any changes to the evaluation instrument and process. The non-PERA Committee and the PERA Joint Committee will each meet at least once prior to the end of the school year.

However, any changes recommended by the Evaluation Committee shall be subject to approval of the MEA and the Superintendent. Any changes to the evaluation instrument and process that are approved by both parties shall be submitted to the BOE. All evaluations will be conducted in compliance with the Evaluation Plan negotiated between the MEA and BOE.

The Educator may file a signed statement on his/her behalf relating to any evaluation in his/her file with which he/she does not agree. Educators are encouraged to submit responses within sixty (60) school days of receipt of any report or statement. Such statements by the Educator shall be attached as part of any evaluation.

At the beginning of the school term, the building principal will review with the Educators in his/her building the Educator evaluation procedures, standards, and instruments.

Each probationary Educator is to be formally observed a minimum of two (2) times per year with a summative evaluation, and each tenured Educator is to receive a summative evaluation a minimum of once in the course of every two (2) school years.

No evaluation shall begin fifteen (15) calendar days after the first student day and all evaluations must be completed forty-five (45) calendar days prior to the last student day.

Educators getting a "Needs Improvement" or "Unsatisfactory" on the summative evaluation will be evaluated at least once the following school year.

### **SECTION 5.02 PROFESSIONAL DEVELOPMENT PLAN.**

If a tenured Educator receives a summative rating of NEEDS IMPROVEMENT, a professional development plan will be developed by the evaluator(s) and the Educator within thirty (30) school days of receipt of the rating. The professional development plan will be in effect for sixty (60) school days.

#### **This plan will:**

- state areas of improvement
- give suggestions for the Educator to address the areas of concern
- list the support the evaluator(s) will give the Educator

Participants in meetings relating to the professional development plan will be: the Educator, the evaluator(s), a District representative, and an MEA representative.

During the 60-school-day PDP period, the evaluator(s) will conduct one (1) formal observation and at least one (1) informal observation, as determined by the evaluator(s). If either the Educator or the evaluator is absent on the day on which a formal observation is scheduled, the observation will occur within two school days after the Educator or evaluator returns.

For each formal observation, the evaluator(s) will use the formal observation tool/forms then in use in the District. After each observation, the evaluator(s) will schedule a meeting with the Educator and provide written and oral feedback to the Educator.

At the end of the sixty (60) school day period, the evaluator(s) will issue a summative evaluation.

### **SECTION 5.03 UNSATISFACTORY SUMMATIVE RATING APPEAL PROCESS**

When a teacher's overall Summative Evaluation rating is Unsatisfactory, the teacher will have five (5) school days to appeal their Unsatisfactory Rating. The appeal will be emailed to the Assistant Superintendent of Human Resources, the President of the MEA, and the Evaluator using the **Teacher Appeal Form for Unsatisfactory Summative Evaluation Rating**, which will be found on the Intranet under PERA documents or in TalentEd. The evaluator has the option to respond to the appeal. The Evaluator will have five (5) days to submit the response to the Rating Appeal Panel ("RAP"). The PERA Joint Committee will determine the criteria for successful appeals. In addition, the PERA Joint Committee will create and maintain a list of qualified evaluators who may serve on the RAP ("the List").

The RAP will consist of four (4) qualified evaluators, up to two (2) of whom will be members of the MEA, unless they do not have enough members of the MEA who are qualified evaluators. When an appeal is filed, the MEA President, in consultation with his/her Executive Board, will be given the opportunity to select two (2) qualified evaluators (one teacher and one administrator) from the List. In the case that the MEA does not have enough qualified teacher evaluators, they will choose an administrator to fill the panel. The PERA Joint Committee will also select two qualified educators (one teacher and one administrator). In the case that the PERA Joint Committee does not have enough qualified teacher evaluators, they will choose an administrator to fill the panel. The RAP will not include the appealing teacher or the teacher's evaluator.

Each RAP member will meet the following criteria:

#### **Administrators**

- Qualified teacher evaluation credentials with ISBE
- Not directly related in the evaluation under appeal

#### **Teachers**

- Qualified teacher evaluation credentials with ISBE
- Last two summative evaluations rated either Proficient or Excellent
- Proficient rating in all domains
- Not directly related in the evaluation under appeal

The following will be reviewed, within five (5) school days, by the RAP once a Teacher Appeal Form for Unsatisfactory Summative Evaluation Rating notice is submitted:

- The execution of the Evaluation Checklist created by the PERA Joint Committee;
- ALL evaluation documentation included within TalentEd;
- Any artifacts (electronic and/or hard copy) - should a teacher decide to submit artifacts, the expectation is that artifacts will be submitted throughout the duration of the evaluation cycle as appropriate and not submitted all at once at the Summative Evaluation Conference);
- Final Summative Evaluation – Student Growth/Performance
- The **Teacher Appeal Form for Unsatisfactory Summative Evaluation Rating** and the evaluator’s response (if any).

After a thorough review of the above is completed, the RAP will take two votes. The first vote will be on the following question: **Based on the criteria for successful appeals determined by the PERA Joint Committee, is the Unsatisfactory rating erroneous?**

- If one (1) or fewer RAP members vote “yes,” the Unsatisfactory rating will not be revoked.
- If two (2) or more RAP members vote “yes,” the Unsatisfactory rating will be revoked and the RAP will move to a vote on the replacement rating.

If the Unsatisfactory rating is revoked as a result of the first vote, the RAP will take a second vote to determine the replacement rating. The replacement rating will be determined by a vote of three (3) or more RAP members. The second vote will be on the following question: **Based on the evidence provided to the RAP, should the replacement rating be “Proficient?”** If three (3) or more RAP members vote “yes” to the second question, the Unsatisfactory rating will be replaced with a “Proficient” rating. If fewer than three (3) RAP members vote “yes” to the second question, the appealing teacher’s replacement rating will be “Needs Improvement.”

The RAP will complete the **RAP Summary Report** and submit to the Assistant Superintendent of Human Resources and the President of the MEA.

The RAP will communicate the decision reached by a formal letter sent to the teacher. The letter will be included as an addendum to the Summative evaluation, uploaded to TalentEd and placed in the employee’s Personnel File. The letter will be delivered within five (5) school days after the decision(s) by the RAP.

The entire appeals process (from the day the appeals process is initiated until a final summative replacement rating decision) will take no more than twenty (20) school days, unless mutually agreed upon between the MEA and District Administration.

- \*\*Procedures for a Remediation Plan and the appeals process will occur simultaneously.**
- \*\*This appeal process is not applicable to or available for “Unsatisfactory” evaluation ratings received during or at the end of a remediation plan.**
- \*\*The pendency of an appeal does not affect the Board’s ability to take other actions permitted by law, including (but not limited to) non-renewal or dismissal.**

#### **SECTION 5.04 REDUCTION IN FORCE.**

At least seventy-five (75) calendar days prior to the end of the school term, the District will provide the MEA President with a copy of the Reduction in Force (RIF) list. In addition, every Educator will receive documentation that supports their placement on the RIF list. Such documentation will list the following information:

- All valid professional Educator licenses and endorsements;
- Each classification for which the individual is qualified to teach;
- Ratings from the two to three most recent evaluations;
- Employment date;
- An Illinois Educator Identification Number.

If the Educator wants to challenge the accuracy of the information on this documentation, they will have seven (7) calendar days to bring evidence in the Human Resource Department to correct the alleged inaccuracy.

Within ten (10) calendar days of the receipt of such challenges, the District will notify the Educator and the MEA President of whether they consider the challenge valid. If the District considers the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be provided to the MEA President and posted in each building at least fifty-five (55) calendar days prior to the end of the school term.

In the event of a RIF, the MEA President will receive notification of which positions and/or programs are being eliminated at least forty-five (45) calendar days prior to the end of the school term.

#### **SECTION 5.05 PERSONNEL FILE.**

An Educator may request permission to see his/her personnel file in the Human Resources Department, and the request will be granted. Educators are encouraged to make an appointment to examine their file.

No official report or any derogatory statement about an Educator shall be filed by an administrator or supervisor unless the Educator is sent a dated copy at the same time. The Educator shall have the right to submit a response to any report or statement. Generally, an Educator should submit a response within thirty (30) calendar days of the original report or statement. Such response shall be attached and filed with the report or statement in the Educator's personnel file.

No derogatory material will remain in an employee's personnel file for more than five (5) years provided that employee has not engaged in conduct similar to the conduct which first caused the derogatory material to be placed in the file and that the School District has no statutory obligation to retain such material. No derogatory material concerning conduct remediation will be removed from the Educator's personnel file.

Under no circumstances shall more than one (1) official personnel file be maintained in the District. This file shall be kept at the Human Resources Department and shall not be removed for any reason. Materials not given to the Educator or materials not in the Educator's official file shall not be used in determining the status of the Educator in the District.



An Educator may request to file materials in his/her personnel file which he/she deems relevant to his/her service in the School District. An Educator shall have the right to make copies of anything placed in his/her personnel file. Any report or statement which has been sent to an Educator and is to be filed in that Educator's personnel file shall be placed in that file within ten (10) school days after the report or statement was dated.

**SECTION 5.06 COMPLAINTS RECORDED.**

A complaint serious enough to affect the rehiring or discharge of any Educator must be in writing, signed by the person making the complaint and inserted in the Educator's official personnel file. The affected Educator shall receive a copy of such complaint immediately.

**SECTION 5.07 PROVING CAUSE FOR ACTION.**

In a discharge or failure to rehire a tenured Educator for cause, the BOE shall move forward with the evidence of the alleged lack of qualifications and shall carry the burden of proving such allegation.

**ARTICLE VI.**

**PROFESSIONAL DEVELOPMENT AND EDUCATOR MENTORING PROGRAMS**

**SECTION 6.01 DISTRICT LEADERSHIP INSTRUCTIONAL TEAM.**

The District shall have a joint District Leadership Instructional Team (DLIT) that will consist of one Administrator from each school appointed by the District and one Educator from each school appointed by the MEA. The District Leadership Instructional Team will determine the frequency of the meetings at the first meeting of the year. If the team meets outside of regular school hours, the MEA committee members will be compensated at the hourly rate in the CBA. The team will convey regular updates to all staff and MEA members.

The goals of the DLIT are the following:

1. Provide guidance on District Improvement plan
2. Provide guidance on new initiatives and recommend appropriate timelines for implementation
3. Provide recommendations concerning topics and structure for professional learning and new Educator training
4. Provide recommendations to support instructional tools and strategies for student engagement

If the Educators on the DLIT disagree with the recommendation being made to the Superintendent, the committee members will have the right to express their disagreement in writing for submission to the Superintendent and BOE.

**SECTION 6.02 LICENSURE.**

It is recognized that the responsibility of the licensure process will be that of the employee. To that end, employees will be responsible for completing the online licensure process, maintaining all documentation of the process and filing for licensure and payment of their license through the Illinois State Board of Education.

It is recognized that it is in the best interest of the District and the MEA membership to support each other in the licensure process. Through a collaborative effort, the Administration and the MEA will attempt to update staff on any changes to the licensure process and to assist the staff in developing an understanding of that process.

### **SECTION 6.03 EDUCATOR MENTORING PROGRAM.**

The BOE and the MEA recognize the importance of providing training/support to newly hired educators. All Educators who are newly hired by the School District shall be assigned a mentor. Mentoring will be provided by District-level mentors in a dedicated mentoring position, as well as a stipend Building-level mentor. There will be at least one Building-level mentor per school. The Administration will ensure that mentors receive training on confidentiality expectations relating to information shared during mentoring.

Pursuant to the School Code, those Educators who have not shown evidence of completion of a new Educator mentor program will be required to work with their mentor for two (2) years. Educators who have completed a new Educator mentor program, but are new to the District will be required to work with their mentors for a least one (1) school year and show evidence of successful completion of a mentoring program in another district.

The following provisions apply for Building-level mentors:

Educators who serve as mentors shall have at least four (4) years of teaching experience and shall volunteer to be a mentor. The selection of mentors shall be based on criteria as identified by the Superintendent/designee. Mentors will be selected prior to new teacher network sessions. Educator mentors shall commit to serving in their mentor capacity for at least one (1) full school year.

Mentors will receive a \$1500 stipend for eight (8) hours of professional development training and mentoring services. The professional development training may be held prior to the first day of school and/or throughout the school year.

Mentors will spend at least two hours each month providing mentoring services to their mentees. Mentoring service hours are to be documented and submitted to the Curriculum Department on a monthly basis.

### **SECTION 6.04 STUDENT SERVICES SUPPORT**

The BOE and the MEA agree to targeted training/support for all Educators working with students with disabilities (i.e., students with an IEP or a Section 504 plan) and students in need of social/emotional support.

Special Education Support for all Educators will include:

- Tuesday professional learning sessions will include targeted support regarding topics for students with disabilities and students in need of social/emotional support.
- Preliminary class rosters for students with disabilities will be provided prior to the end of the school year.
- Whenever possible, time will be afforded prior to the start of the school term and during the school term (with priority for August and Quarter 1) to provide information and targeted training/supports regarding rostered students with disabilities.

- A calendar affording optional after-school professional development sessions will be created and disseminated in advance as to allow Educators to select applicable trainings and supports.

**ARTICLE VII.  
SALARY SCHEDULE - SPECIAL SALARIES AND CONDITIONS**

**SECTION 7.01 ASSIGNMENT OF EXTRA CURRICULAR POSITION.**

An Educator who is hired for an extracurricular position shall be compensated for the duration of service. If an Educator is removed from the extracurricular position for cause during the school year, they have a right to file a grievance. Confirmation of assignment for compensated extracurricular positions will be made in writing during the first quarter of the school year.

A person outside the bargaining unit will be hired only if a qualified member of the bargaining unit has not applied for the position.

**SECTION 7.02 EXTRA CURRICULAR PAY.**

Educators performing the duties listed below will be paid the rate stipulated below:

- A. Multiage Educators (general education Educators - teaching students at different grade levels) - \$2,200.00 above the classroom Educator.
- B. See Appendix for stipend schedule.
- C. Lunchroom Duties - No Educator shall be required to perform lunchroom duties in their respective buildings. Each Educator volunteering shall be remunerated based on the hourly rate set forth in paragraph F below to be pro-rated. The District will offer at least one bargaining member per lunch period per building the opportunity to perform lunchroom supervision.
- D. Attendance at Staffing, Screening or Annual Reviews - All Educators required by the principal to attend a special education staffing, screening or annual review occurring outside the regular teaching hours (during your lunch period or before/after contractual hours) shall be reimbursed at the rate set forth in paragraph F below.
- E. Procedures for Extra Duty Reimbursement - A digital form will be shared with Educators at the beginning of the school year to document the length of time worked substituting for special Educators, splitting another class and at staffings and screenings which occur outside the regular Educator hours. The Educator will keep a copy of this form.
- F. Hourly Rate - Whenever an Educator is to be remunerated for extra duty services performed on an hourly basis, the rate of remuneration shall be as follows:

SY 2022/23 – 2025/26            \$35.00 per hour

**SECTION 7.03 SUBSTITUTION FOR SPECIAL SUBJECT EDUCATOR.**

When a classroom is required to substitute for a special subject Educator (Specials, Encore or PE-Health), said classroom Educator will be paid the hourly rate set forth below for such substitution, to be prorated if less than an hour required. The parties agree that the interpretation of this Section

shall not extend beyond the narrow limits of the situation described in the first sentence of this Section. The hourly rate for this Section 7.03 is as follows:

SY 2022/23 – 2025/26      \$35.00 per hour

**SECTION 7.04 CLASSROOMS WITHOUT SUBSTITUTES.**

It is agreed that a complete and adequate list of substitutes is important to the operation of the school district. It is understood that there will be occasions when substitutes will not be available. In the event this occurs, it may be necessary to use an Educator’s emergency plans. All Educators will be required to complete and keep an up-to-date emergency plan folder that will reflect objectives for current instructional units in all subject areas.

When a substitute is unavailable for a classroom, the school Administrator may ask Educators, classroom and non-classroom, to substitute in any uncovered class during their plan or lunch time. No Educator will be required to substitute except in the event of an emergency. If an Educator gives up either of these times, they will be reimbursed by the District at a rate set forth in Section 7.03 above. Every effort will be made at the Middle School level to departmentalize so that students only miss the subject area class of the absent Educator. In an effort to avoid pulling specific individuals from their duties for a sizable number of hours, school Administrators will attempt to assign non-classroom Educators on a rotating basis, if appropriate, considering Educator schedules, Educator qualifications, and student needs. If a non-classroom Educator is assigned to substitute in an uncovered class, the Educator will be compensated at a daily rate of \$90, which will be prorated on an hourly basis for coverage that is less than a full workday.

In the event the class must be divided and sent to other Educators, the receiving Educators will be reimbursed on the following basis:

<b>NO. OF PUPILS RECEIVED</b>	<b>HALF DAY</b>	<b>FULL DAY</b>
1-10	\$41	\$65
11-18	\$47	\$72
Over 18	\$55	\$101

When a departmentalized Educator is absent, the remaining Educators will be paid by splitting, equally, the number of students of the absent Educator.

If an Educator chooses not to participate in non-emergency situations, their evaluation will not be negatively impacted.

**SECTION 7.05 CREDIT AND EXPERIENCE BEFORE EMPLOYMENT BY THE BOE.**

Credit for acceptable teaching experience may be allowed for up to fifteen (15) years at any educational level. Acceptable teaching experience shall be defined as:

1. Public school teaching in Illinois or in any other state, territory, dependency or possession of the United States, or in schools operated by or under the auspices of the United States while holding a valid state teaching license.
2. Teaching in state approved non-public schools while holding a valid state teaching license.

3. Graduate level student teaching will be given credit for salary increase, just like any other graduate credit, in accordance with the terms and conditions of the collective bargaining agreement.
4. Only time spent teaching while licensed may be counted for salary purposes.

Initial placement on the salary schedule will be based on educational achievement including Graduate/post graduate education college credits earned over and above the Bachelor's degree. Credit will only be granted when an official transcript is on file in the Human Resources Department from an accredited university or college. All subsequent educational achievement will be based on graduate/post graduate earned after initial employment. Every newly hired Educator will be notified in writing of their salary placement, which will include both the educational achievement and the years of experience credited.

#### **SECTION 7.06 COLLEGE CREDITS.**

The MEA recognizes that the BOE encourages Educators to enroll into continuing education courses and to obtain graduate/post-graduate education college credits. Any Educator who qualifies for a change of salary shall be entitled to a salary adjustment after completion of such courses.

Official transcripts indicating the completion of a course must be submitted to the Human Resources Department no later than October 1 and/or February 1 of each school year. The Human Resources Department will notify the Business Office when an adjustment of salary is in order. After authentication, the resulting salary adjustment shall be distributed among remaining pay periods.

#### **SECTION 7.07 EDUCATIONAL INCENTIVES.**

The BOE will pay one hundred percent (100%) of the cost of any licensed employee's tuition and graduation fees for acceptable courses at an accredited university. The following conditions shall prevail:

1. All courses must be pre-approved by the Superintendent or his/her designee.
2. Tuition payments will be made when a paid receipt is received and approved by the Superintendent or his/her designee. Such payment is not to include any costs other than tuition and graduation fees.
3. No employee shall receive more than \$1,600.00 per fiscal year for the term of this agreement for course tuition.
4. Tuition payment will not be made for any course for which an official passing grade report is not presented.
5. If for any reason an Educator terminates his/her contract before school opens in September, he/she shall not receive tuition payments for courses taken during the summer session.

#### **SECTION 7.08 MILITARY CREDIT.**

Military experience to a maximum of two (2) years will be granted for salary purposes. Military service plus teaching experience shall not exceed seventeen (17) years credit. Fractions of years shall be counted. Honorable discharge papers shall be shown. Payment for this salary change shall not be retroactive and shall begin on the day the discharge papers are presented in the Human

Resources Department. Employees shall be notified in writing of the provisions of this section at the beginning of their employment.

**SECTION 7.09 TERM LIFE INSURANCE PLAN.**

Full-time Educators will be covered by group term life insurance in the amount of \$25,000.00.

**SECTION 7.10 MEDICAL INSURANCE.**

The BOE will continue to provide Educators’ coverage under its hospitalization and major medical programs. The maximum major medical benefits will be \$1,000,000.00.

The District will pay 70% of the monthly premium towards single medical coverage until they become tenured in the District within the meaning of the 105 ILCS 24-11 (Section 24-11 of the Illinois School Code).

The District will pay the percentage of the monthly health insurance premium as set forth in the chart below:

	Non-Tenured Educators	Tenured Educators PPO Choice	Tenured Educators PPO
Single	70%	90%	88%
Family	60% until tenure	80%	78%

The District and MEA will each appoint up to three members to a District Insurance Committee (DIC). The purpose of the DIC is to monitor the District’s medical insurance plan and make recommendations to the BOE and the MEA Executive Committee for changes to the plan design and/or level of coverage to maximize efficiency and cost savings. No changes will be made without the approval of the BOE and the MEA Executive Committee.

The District Insurance Committee will meet yearly. The first meeting will occur prior to December 15<sup>th</sup>.

**SECTION 7.11 FLEXIBLE BENEFIT PLAN.**

- A. At no cost to the Educators, the BOE shall implement a flexible benefit plan under IRS Section 125 for all allowable premiums only. Under this plan, Educators could voluntarily pay for these premiums with before-tax dollars.
- B. Upon the request of the MEA, the Superintendent or his/her designee shall meet once per year during the month of March with the MEA officers to share information concerning the cost and usage of the health care plan.
- C. IRS Section 125

Educators who elect individual or dependent major medical and/or dental coverage as per the terms and conditions of the insurance plan on or before the end of the first week of each school year may at that time elect that the BOE remit for him/her during said school year to the insurance carrier a sum equal to the unpaid premium for the coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due to an Educator in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein, provided the BOE shall deduct

from said gross wages all sums as required by law or as authorized by the Educator pursuant to the collective bargaining agreement.

The Educators shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death or birth of the insured dependents, change in marital status, or change in employment status of a spouse.

The BOE does not warrant that the deduction made in the amounts as listed on the compensation schedule by the BOE for the Educators as set forth above are deemed excludable from the Educators' gross wages, and as such, the MEA and each individual Educator shall and do hereby indemnify and hold harmless the BOE, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

#### **SECTION 7.12 DENTAL INSURANCE.**

The BOE will continue to provide Educators coverage under its dental insurance program. The BOE will pay seventy percent (70%) of the cost of an individual policy. If an Educator elects to take a family policy, the BOE will pay a dollar amount equal to seventy (70%) of the individual policy. An Educator, who elects to drop dental insurance for the purpose of taking a leave, may re-enroll in the dental insurance program upon returning to work. Any Educator, who has been granted a child care leave, disability leave, or general leave and has temporarily discontinued dental insurance coverage, shall be allowed to re-enroll in the dental insurance plan at the conclusion of the leave.

#### **SECTION 7.13 OPTICAL INSURANCE.**

The BOE will continue to provide Educators coverage under the optical insurance program. The BOE will pay seventy percent (70%) of the cost of an individual policy. If an Educator elects to take a family policy, the BOE will pay a dollar amount equal to seventy percent (70%) of the individual policy.

#### **SECTION 7.14 DISABILITY INSURANCE.**

The BOE shall provide coverage under its disability insurance program. The BOE will pay twenty-three cents (\$0.23) per \$100.00 of an individual's salary toward the purchase of disability insurance.

1. Benefits will commence ninety (90) calendar days after the date when the doctor considers it advisable that the Educator can no longer work (this is consistent with Section 4.07) or when employee is physically incapacitated.
2. The maximum benefit will be sixty (60%) of the employee's yearly School District salary.
3. Benefits will be fully integrated with the Teachers' Retirement System (TRS).
4. This plan will be subject to all rules and regulations put forth by the TRS and the insurance carrier.
5. The maximum benefit period shall be six (6) years from the first day benefits begin or until the disability no longer exists or until retirement per TRS guidelines, whichever comes first.
6. An employee must have three (3) years of creditable TRS service to qualify for the plan.

7. There shall be a waiver of premium rider.

#### **SECTION 7.15 SCHOOL CALENDAR.**

The school calendar shall specify 186 Educator attendance days, of which five (5) shall be snow or emergency days. Any unused snow days shall be taken from the school calendar at the end of the school term. One (1) Institute Day shall start at 9:00 a.m. and conclude at 3:00 p.m., with a one hour lunch.

The MEA president will receive a draft school calendar by January 15. The MEA will distribute this information to its membership. Recommendations from the membership will be given to the MEA president who will submit these recommendations to the district no later than March 5th. After considerations of the MEA's recommendation, a final draft of the calendar which will be submitted to the BOE will be presented to the MEA president. Any subsequent changes to the calendar will be presented to the MEA president at least seven (7) days prior to the BOE's consideration of the change.

#### **SECTION 7.16 PAYMENT OF SALARIES.**

Salaries of all Educators under contract shall be paid twice a month for twelve (12) months.

#### **SECTION 7.17 MEA DUES.**

The MEA Treasurer will provide the Business Office a list of all dues paying MEA members. Dues will be deducted from the pay of each member of the MEA from whom it receives written authorization by October 1st of each school year. The format of this written authorization is as follows:

1. The name of each MEA member for whom dues should be deducted will be submitted to the Business Manager or designee on a typed alphabetical list dated and signed by the appropriate MEA officer.
2. The amount of the deduction must also be presented to the Business Manager or designee on a typed written memo dated and signed by the appropriate MEA officer.

Such deductions shall be made in equal installments concluding with the June 30th paycheck.

If the Business Office does not receive written authorization by October 15th, the equal semi-monthly deductions for the MEA dues will begin within (30) days after the MEA sends a written notice to the Business Office. The list of Educators and the deducted amounts shall be forwarded to the MEA Treasurer. The MEA shall hold the BOE harmless against any claim made because of action taken under this Section in reliance upon written authorization submitted by the MEA.

#### **SECTION 7.18 RETIREMENT.**

A voluntary retirement program will be available to Educators who, at the time of their retirement, are eligible to retire into TRS, are at least sixty (60) years of age and/or have at least 35 years of TRS service credit, and have provided at least 20 years of service to the District. Educators requesting the voluntary retirement program must notify the Superintendent in writing before August 1st, up to four (4) school years preceding the retirement date with an irrevocable notice of intent to retire. Educators who provide such notice will have their TRS creditable earnings increased by six percent (6%) for each of their remaining years in the District prior to retirement. No Educator who is participating in the voluntary retirement program will be entitled to any increase in creditable earnings greater than six percent (6%).



In the event that an Educator chooses not to perform Extra Duty(ies) assumed during the prior school year, the prior year’s creditable earnings enhanced by six percent (6%) will be reduced by the amount of the stipend(s)/payment(s) no longer earned by the Educator.

If an Educator has a “life-altering” event such as a death in the family or a severe health issue for the Educator or in the immediate family, which causes the Educator to need to reconsider their decision to retire, they may petition the BOE to accept a revocation or extension of time for their retirement notice. Granting of the revocation or extension rests solely at the discretion of the BOE.

No Educator who retires from District 89 will be allowed to retain coverage in the District 89 health insurance plan later than the September 30 immediately following their retirement.

**SECTION 7.19 SALARY.**

The base starting salary for the duration of this contract will be \$50,300. The BOE has the discretion to give newly hired Educator credit for prior teaching experience as defined in Section 7.05 of this agreement. Should such credit be given it will be at a rate of \$1,100 for each year of prior experience credited by the BOE. In no event will any newly hired Educator be given more than a year of credit for any one year of actual prior experience.

The District will pay a signing bonus of \$4000 (\$2000 payable upon the completion of the first school year and \$2000 payable upon the completion of the second school year) to new hires who are hired to teach or existing Educators who for the first time begin teaching in the following specialties: Speech-Language Pathologist, Dual Language Educator, Social Worker, Deaf and Hard of Hearing, Middle School Math, Psychologist, and other agreed upon specialties.

Educators shall be entitled to receive additional salary for completing graduate classes as described in Section 7.07 of this agreement. Such additional salary shall be paid in the amounts and the qualifying intervals set forth below and added to the Educators “base salary.”

Level of Educational Achievement	<b>Salary Increase</b>
BA 15	\$1,500
MA	\$2,500
MA 15	\$1,500
MA 30	\$1,500
MA 45	\$1,500
MA 60	\$2,500

**Salary Increases**

2022/2023	5%
2023/2024	4%
2024/2025	4%
2025/2026	4%

Any Educator who was employed by the District but was paid for less than 120 days of work for that year will have their salary increased by 50% of the negotiated salary increase for the year of their return. Any unpaid days which were the result of an Educator exercising his or her rights under the Family and Medical Leave Act will be treated as “paid” days for purposes of this section of the agreement.

No Educator newly employed by the District shall be paid a salary greater than an Educator already employed by the District who has the same Degrees/credit hours and teaching experience, as previously defined in this agreement, as the newly employed Educator.

## **ARTICLE VIII. AGREEMENT**

### **SECTION 8.01 NO STRIKE.**

The MEA will not instigate, promote, sponsor, engage in or condone any strike, sickout, withdrawal or withholding of services, or any interruption of the normal routine of any day's school activities during the term of this Agreement. In the event that any Educator or group of Educators participate or engage in any of the activities herein prohibited, the MEA agrees, immediately upon being notified by the BOE, to direct such Educator or group of Educators to cease such activity and to resume work at once.

### **SECTION 8.02 SAVING CLAUSE.**

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States and any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform hereto. In such case, all other provision of this Agreement shall remain in effect.

### **SECTION 8.03 EFFECT OF AGREEMENT.**

The terms of this Agreement shall become the policy and rule of the School District, taking precedence over any similar rules or policies previously established by the BOE.

### **SECTION 8.04 AMENDMENT.**

Being a mutual Agreement this instrument may be amended at any time by mutual consent.

### **SECTION 8.05 BOE'S RIGHTS.**

The MEA recognizes that the BOE has full authority and responsibility under the laws of the State of Illinois for making decisions, employment, tenure, or discharge of any of its employees. The MEA recognizes that in the operation of the schools the BOE is guided by policies, regulations, and criteria for the approval, recognition, and accrediting of schools as promulgated by the Illinois State Board of Education. The MEA recognizes the BOE's rights to direct the operation of the schools. The MEA recognizes the obligation of the BOE and the District to follow the mandates of any federal or state law.

### **SECTION 8.06 EXECUTION DATE.**

This Agreement will be executed when it has been ratified by the MEA and approved by the BOE.

**SECTION 8.07 DURATION AND SCOPE OF BARGAINING.**

This collective bargaining agreement will expire on August 15, 2026.

Dated as of the 9th day of June, 2022.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives.

**BOARD OF EDUCATION OF SCHOOL DISTRICT 89**

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Board President

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Board Secretary

**MAYWOOD EDUCATION ASSOCIATION**

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MEA President

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MEA Secretary

**APPENDIX A of  
SECTION 7.02. EXTRA CURRICULUM PAY — ITEM B**

Clubs	9 HOURS/QTR	\$350.00/quarter
Athletic Coaches	7-8 weeks per season 48-60 hours	\$2,500.00 per coach
1 Junior Varsity		
1 Varsity		
Elementary Coaches	8 weeks — 2 days a week quarterly (intramural 24-30 hours)	\$1,500.00 per coach (travel) \$1,200.00 per coach (no travel)
Intramurals- 1 in each building		\$600.00 per session
Band & Orchestra (1 of each)	3 times a week	\$2,500.00 middle school (2/week)
		\$2,000.00 elementary (1/week)
Middle Team Leaders (1 per team)	School Year	\$1700.00
ILT (Elementary) Before/After School	School Year	Hourly rate as set forth in Section 7.02.F.
Washington Dual Language (1 Team Leader for 6 <sup>th</sup> -8 <sup>th</sup> )	School Year	\$1700.00
Play/Musical Coordinator	per production	\$2,500.00/production
Play/Musical Assistant Coordinator	per production	\$2,500.00/production
Play/Musical Set Design	Per production	\$2,000.00/production
Assessment Coordinator — as needed per Curriculum Department	20 hours	\$1,500.00
School Web Coordinator (K-8)	School year	\$2,000.00
PBIS/CLR TEAM Members	School year	Hourly rate as set forth in Section 7.02.F.
Behavior Intervention Specialist/Psychologist	1 week after the last day of student attendance/2 weeks prior to school year	\$3,480.00
Before/After School Supervision	15 mins before/after school for School year	\$2,880.00

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A Job Description for each position will set out the expectations for the person filling the position. These job descriptions will be agreed upon by the MEA and the District.

**APPENDIX B**  
**of**  
**SECTION 4.06. REPORTING ABSENCES**

Pursuant to Section 4.06 of the collective bargaining agreement, in cases of emergency, Educators, in addition to reporting their absence on AESOP, must call the Attendance Secretary at **(708) 450-3892** to report their absence.