

AGREEMENT BETWEEN

BOARD OF EDUCATION  
SCHOOL DISTRICT 9

AND

SOUTHWESTERN EDUCATION ASSOCIATION

2022 - 2024

ARTICLE I  
RECOGNITION

1.1 Definition

The Board of Education of School District 9 (hereinafter referred to as the "Board") recognizes the Southwestern Education Association, chartered with the Illinois Education Association and affiliated with the National Education Association, (hereinafter referred to as the "Association;") as the exclusive and sole negotiating agent for all full-time certified teachers, nurses, psychologists, social workers, and counselors (hereinafter referred to as "bargaining unit member") and all part-time certified teachers, nurses, psychologists, social workers, and counselors who hold a yearly contract, but work less than full time on a regular basis (also hereinafter referred to as "bargaining unit member"), except principals, the Superintendent, and other certified office administrators.

1.2 Exclusive Recognition Restrictions

The Board agrees to negotiate or bargain collectively with the Association as the sole and exclusive bargaining agent for those bargaining unit members designated in Article 1.1 above with respect to matters covered by this Agreement. The Board and Administration agree to not negotiate with any individual bargaining unit member or other organization regarding wages, hours, and/or working conditions.

ARTICLE II  
RIGHTS AND RESPONSIBILITIES

2.1 Right to Membership

Employees, as defined in Article I, have the right to form or join the Association and to participate in professional negotiations with the Board, or its designee, through representatives of their own choosing. Neither the Board nor the Administration will discriminate against bargaining unit members for participation in lawful Association activities. Employees also have the right to refrain from joining said organizations.

2.2 Right of Representation

When a bargaining unit member is required to appear in a meeting before the Board or administration, then the bargaining unit member will be advised in writing of the reasons for the meeting twenty-four (24) hours prior to the meeting. The bargaining unit member will be entitled to have an Association representative present at the meeting, and the bargaining unit member will have the right to waive the twenty-four (24) hours and meet sooner. The twenty-four (24) hours may also be waived per a mutual agreement between the SEA President and the Superintendent.

### 2.3 Right of Review - Personnel File

Each bargaining unit member has the right (within twenty-four (24) hours of his/her request to the Superintendent,) to review post-employment contents of his/her personnel file and to place therein written reactions to any of its contents. The review must occur during the regular business hours established for the unit office and in the presence of a management representative. The bargaining unit member may not remove any materials from the personnel file. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member to the review. Pre-employment material will not be subject to review, nor will it stand as evidence regarding discipline or evaluations. Upon request, a copy of all materials in the bargaining unit member's file will be made available. Any material placed in a bargaining unit member's personnel file must be signed and dated by the author of the document. Nothing will be placed in a bargaining unit member's personnel file unless the bargaining unit member has received a copy of the material and has been allowed to attach a written response. The bargaining unit member has the right to request that any inaccurate or untrue material be removed. If that request is denied, then the bargaining unit member has the right to attach a written response to that material.

### 2.4 Management Rights

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

### 2.5 Dues Deduction

The Board will deduct from each bargaining unit member's pay the current dues of the Association the amount of which shall annually be certified by the Association. Dues will be deducted from a bargaining unit member's pay in equal installments.

The authorization form will be furnished by the Association and will remain in effect from year to year, but a bargaining unit member may revoke the authorization form between September 1 and September 15 each year.

Upon receipt of any revocation, the Board will notify the Association in writing of the same, and the Board will remit to the Association all dues to which the Association is entitled within ten (10) days.

### 2.6 Tenured Bargaining Unit Member Discipline

Rules and regulations governing tenured bargaining unit member conduct will be reasonable, and enforcement of discipline will be exercised for a just cause. Except for gross misconduct or for non-remediable offenses, progressive discipline will be followed, (i.e. verbal warning, written warning, and suspension without pay). At the time such action is taken by the Board, written notice of the specific grounds forming the basis for

disciplinary action will be delivered to both the bargaining unit member and to the Association. Administrative absence pending an investigation will not be considered discipline.

## 2.7 Use of Facilities

### A. Access to Work Areas

Reasonable requests for access by the Association for local organization functions to work areas will be granted in approved areas by the administration in accordance with school policies provided that no interference with the instructional and extra-curricular program would be caused by the granting of such requests. Workspace does not include consumable supplies or telephone charges. Association business may be conducted during a bargaining unit member's planning period.

### B. Use of Faculty Mailbox

The Association may use faculty mailboxes for announcements on behalf of the members. Copies of all such materials will be submitted to the Superintendent prior to distribution.

### C. Use of School Buildings

The Association has the right, in accordance with the school policy, to use school buildings for meetings of a local nature except when school is in session, but if special custodial service is required, then the Board may make a reasonable charge thereof. The meetings must not interfere with any aspect of the instructional program, the extra-curricular program, or other scheduled community activities. Should the scope of the meeting involve others outside the local Association, the date, time, and location shall be subject to the approval of the Superintendent.

### D. Bulletin Board Space

The Association will be provided with bulletin board space in principal-approved teacher workrooms. Only authorized representatives of the Association may use the bulletin board space for Association announcements of official business (except for the posting of vacancies).

### E. Board/Bargaining Unit Member/Administration/Professional Relationships

No views of the Association on matters relating to administrator-bargaining unit member relationships or Board-bargaining unit member relationships or Board-administrator relationships will be discussed in the presence of school children

during instructional situations. From time to time if requested by either bargaining unit members, the Superintendent/and/or Association President, they (the Superintendent and Association President) will meet with the non-supervisory certified staff to discuss building concerns.

F. Association Leave

The Association will be permitted to use a total of six school days per year with pay for Association business. The Association will reimburse the District for the cost of the substitute teachers. The Association will provide two (2) weeks' advance notice to the Superintendent of such leaves.

G. Bargaining Unit Member Right to Address Board Meetings

A bargaining unit member, after having exhausted administrative channels, may request and will be given time on the agenda of a regular or special Board meeting to express his/her concern regarding a Board or administrative decision. An Association representative(s) may accompany the bargaining unit member at the Board meeting.

H. Use of School Equipment

The Association may use school business equipment provided the Association use does not interfere with student use. The Association will pay the expenses for repairs of any equipment damaged by its use unless the equipment is covered by a service contract, e.g. copiers and fax machines. Equipment in the Superintendent's office will not be available for Association use.

I. Contract Printing and Distribution

Within thirty (30) days after ratification and approval of the contract by the respective parties, copies of the contract will be either electronically distributed by the Association President to Association members and by the Superintendent to Board members or copied at the District Office and delivered to the Association President for Association bargaining unit members and to the Superintendent for Board members. The cost of printing shall be prorated and paid by the respective parties.

J. Payroll Deduction

Each bargaining unit member will receive monthly notification (check stub) of deductions made. Notification requirements cannot exceed capabilities of the current equipment.

In the event check stubs cannot accommodate the entire notification needed, an explanation or interpretation of said deductions shall be presented in memorandum form at the time of the September pay period.

When five (5) or more teachers request deductions for: 1) annuities; 2) an employee credit union; 3) insurance programs; a deduction program will be put into effect for that purpose.

## 2.8 Materials and Supplies

Bargaining unit members will submit a requisition list to their respective administrators by May 1st. Materials and supplies will be delivered to bargaining unit members' respective buildings once inventory is complete.

## 2.9 Board Support and Assistance/Discipline Procedures – Pupil

The parties agree that teachers have the responsibility for maintaining discipline within their classrooms. The Board recognizes its responsibility to give the staff direction regarding student discipline through its policies regarding discipline.

If a student or parent verbally or physically threatens a bargaining unit member, the bargaining unit member will immediately report the threat to both the building principal and the Superintendent via email or writing. Within three days, the Superintendent will consult with law enforcement regarding potential charges.

# ARTICLE III EMPLOYMENT CONDITIONS

## 3.1 School Calendar

The Board will establish a school calendar containing no more than one hundred seventy-six (176) regular workdays and four (4) institute days for bargaining unit members. Prior to recommending the calendar to the Board, the Superintendent will provide the Association President with the calendar options being considered. The Association will have the opportunity to express its recommendation to the Board.

## 3.2 Work Day

The workday will be seven (7) hours and thirty (30) minutes, except for staff meetings. Bargaining unit members will be assigned to either a 7:30 a.m. to 3:00 p.m., 7:45 a.m. to 3:15 p.m. or 8:00 a.m. to 3:30 p.m. work schedule.

The workday will be maintained at thirty (30) minutes over the instructional workday. The Board will maintain its right to implement a delayed start to the beginning of the school day due to inclement weather when the weather would not necessarily cause the

cancellation of the entire school day. On days when the start of the school day is delayed, the school and work days will conclude at their normal times as set-forth herein.

Before and after school supervision, including monitoring walkers and car and school bus riders, will be performed by bargaining unit members with the assistance of teacher aides where available. Bargaining unit member input will be considered when creating before and after school supervision schedules at each building. In the high school and middle school, the teachers will, from a designated safe area, monitor student behavior and traffic in the parking lot.

Bargaining unit members will have a thirty (30) minute duty-free lunch on a daily basis. Teacher aides at the elementary buildings will monitor lunch recess.

The middle school and high school teachers will have a planning period during the instructional day and teach six (6) periods. The planning period in the middle school and high school will be equal to the time of an instructional class period. Elementary teachers will have a consecutive thirty (30) minute planning period during the instructional workday.

Any teacher required to attend an IEP meeting during his/her planning period will be granted additional discretionary time, in addition to the four (4) times granted to teachers in 8.1 A. The discretionary time may only be used as long as no substitutes are required.

### 3.3 Early Dismissals

Bargaining unit members may leave as soon as the buses leave prior to all legal holidays. On the Christmas, Thanksgiving, and Spring Break holidays, school will end after three hundred (300) minutes of instruction time have been completed at the high school.

### 3.4 Mileage

School district mileage for which a bargaining unit member is required to utilize his/her personal automobile shall be reimbursed at a rate equal to the IRS Mileage Rate. All mileage reimbursement forms must be submitted on or before the fifteenth day of the month following the month for which reimbursement is sought.

### 3.5 Mid-Year Credit

A bargaining unit member will be given credit on the salary schedule for completion of graduate level courses in his/her licensed area of expertise and/or for graduate level courses in the College of Education. With prior written approval from the Superintendent, a bargaining unit member may be given credit on the salary schedule for other courses.

No graduate level classes taken prior to the completion of a Master's Degree, which are not part of the Master's degree program, shall count for additional salary credit beyond

the Master's columns, unless prior written approval has been granted for such salary credit in the Master's plus lanes by the Superintendent.

To ensure proper and allowable credit, prior to enrolling in classes, the bargaining unit member should make written notice to the Superintendent that includes the following: the description of the class/degree being pursued and the course level and course description of work to be completed. The Superintendent, or his designee, shall respond to the bargaining unit member's request within five (5) working days of its receipt.

For salary credit beyond the Master's degree, only graduate course work taken after earning the Master's degree will apply toward additional salary schedule credit in the Master's plus lanes.

Only on-line courses from an accredited university or college will be accepted for advancement on the salary schedule upon the approval of the Superintendent.

Schedule advancement and salary increase will be implemented at the start of the first and second semesters. In order for the increased salary to be paid, transcripts or official certifications must be presented to the Superintendent's office by September 15<sup>th</sup> (1<sup>st</sup> semester) or January 15<sup>th</sup> (2<sup>nd</sup> semester). Failure to present transcripts or official certifications will result in the increased salary being withheld until the following semester. Because of the backlog of the University paperwork, grade cards will be accepted as notification until the transcripts are received by the Superintendent's office.

### 3.6 Substitutes

The District will attempt to employ substitutes in a bargaining unit member's absence when practical and when a substitute is available. If a substitute is not available, another bargaining unit member will be asked to period sub. Bargaining unit members have the right to refuse to accept assignment to a class or a portion of any class other than his/her own. However, if no other bargaining unit members willingly accept the assignment, the administration has the right to assign the bargaining unit member as a substitute. Any bargaining unit member who accepts or is assigned to a class that requires him/her to forfeit his/her planning period will be compensated at the rate of \$30.00 per class period according to the HS/MS schedule or \$10.00 per fifteen (15) minutes. If a bargaining unit member is asked to include the students of the absent bargaining unit member in his/her regularly scheduled class period, then he/she will be compensated at the rate of \$30.00 per class period according to the HS/MS schedule or \$10.00 per fifteen (15) minutes.

When all administrators are out of the district on the same day, the Board will endeavor to employ qualified substitutes to cover administrative duties in their absence.

### 3.7 Notification of Assignments

Bargaining unit members will receive notice of tentative assignments sixty (60) days prior to the opening of the school term. Elementary assignments will include building



and grade level; Middle School and High School assignments will include titles of courses to be taught. Should changes become necessary after that date, affected bargaining unit members will be notified as soon as possible.

### 3.8 Vacancies

The Superintendent will post in all school buildings a notice of all vacancies including vacancies in promotional positions as they occur. Except in the case of emergency, no vacancy will be filled until such vacancy has been posted for at least five (5) working days. A copy of the posting notice will be sent to the Association President.

A vacancy is defined as any open or available position that the Board of Education determines to fill following the assignment of teachers. Before involuntarily transferring a bargaining unit member to a vacant position after the start of the school year, the Superintendent will post notice of the vacancy as provided above and will consider any volunteers. The Superintendent will notify the Association President of assignments that will be filled internally for the upcoming school year by March 28<sup>th</sup> of each year. Bargaining unit members who wish to be considered for an assignment change at the beginning of the upcoming school year or as a voluntary transfer after the start of the school year must send a letter to the Superintendent expressing interest in an assignment change or voluntary transfer. Such letter will constitute application should a position become vacant. Such letter will become void on September 1 of each year.

Except for vacant positions required to be filled pursuant to Section 24-12 of The School Code (recall of bargaining unit members subject to a reduction in force), bargaining unit vacancies will be filled by applicants based upon the consideration of factors that include without limitation licenses, endorsements, certifications, qualifications, merit, ability (including performance evaluations, if available), and relevant experience. Length of continuous service with the District will not be considered as a factor, unless all other factors are determined by the Board to be equal. All qualified members will be considered when filling athletic and extra-curricular vacancies. The Board's decision to select a particular candidate to fill a vacant position will not be subject to review under Article IV – Grievance Procedure, provided that in making such a decision the District adheres to all procedural requirements set forth herein relating to the filling of vacant positions.

### 3.9 Involuntary Transfers

Involuntary transfers, i.e. relocation or reassignment, will be made only in cases of emergency, as determined by the administration. Any bargaining unit member affected by an involuntary transfer will be notified immediately and will be released by the Board from his/her contract if he/she so requests. Any bargaining unit member transferred involuntarily will receive priority consideration in any subsequently requested transfer.

3.10 Physical and Psychological Examination – Procedure

The Board may from time to time require bargaining unit members to submit to an examination evidencing their mental and physical fitness to perform the duties of their position. The bargaining unit member will be notified in writing of the reason or reasons that warrants an examination. In all such cases, the Board will select the physician, and the Board will pay for the examination and all other expenses.

3.11 Extra Duty Positions

Extra duty positions will be voluntary only. In the event volunteers are not available, the administration will attempt to find qualified applicants from outside the district. In the event such applicants are not available, the administration has the right to make assignments. Assignments will be made on a rotating basis from a list of qualified candidates prepared by the administration in consultation with the Association.

3.12 Additional Extra Duty Positions

When a new position is approved by the Board, the Association will meet with the Board to determine the salary.

3.13 Class Size

The parties acknowledge that despite the best teaching practices, large class sizes can have a detrimental effect on student achievement, learning, and performance. Therefore, within the reality of physical, fiscal, and staffing constraints, efforts will be made to establish class sizes which will provide quality educational opportunities for children. Bargaining Unit members concerned with excessive class sizes will be allowed, after reasonable notice, to meet with the Superintendent. If consensus cannot be reached, reasons for not reducing class sizes will be presented to the Association.

3.14 Notification of Application for Waiver

When the School District is going to consider a waiver application of The School Code, the Superintendent will notify the President of the Association in writing no more than fourteen (14) days before and no less than seven (7) days prior to the public hearing where the matter is to be discussed.

3.15 Seniority

A. Definition

Seniority shall be defined as the continuous length of full-time service in the district. Seniority will begin the day the Board hires a bargaining unit member. Seniority will not accrue while a bargaining unit member is on unpaid leave or while the bargaining unit member is on layoff status.

B. In the event that more than one individual bargaining unit member has the same seniority date as another bargaining unit member, the position on the seniority list will be determined by the drawing of lots in the presence of the Superintendent and the Association President or their designees. The drawing of the lots will occur on the first day of attendance for bargaining unit members.

C. Maintaining and Posting Seniority Lists

Each year the Board and Association will establish both a seniority list and a sequence of honorable dismissal list as set forth in Section 24-12 of the School Code. Copies of the sequence of honorable dismissal list will be distributed to the Association President at least seventy-five (75) days before the end of the school term. Copies of the seniority list will be posted in the teacher workroom of each attendance center and distributed to the Association President by February 1<sup>st</sup> of each school term.

Any bargaining unit member who disagrees with his/her placement on either of these lists will advise the Superintendent and the Association President in writing within thirty days after the date of distribution or posting. Bargaining unit member objections will be promptly investigated and addressed. If a revision is necessary, a corrected sequence of honorable dismissal list will be sent to the Association President and a revised seniority list will be posted in the teacher workroom of each attendance center.

3.16 Notification of Reduction in Force

Any bargaining unit member subject to reduction in force will be notified by certified mail return receipt forty-five calendar days prior to the last teacher attendance day. Reduction in force will be conducted pursuant to Section 24-12 of The School Code. 105 ILCS 5/24-12.

3.17 Recall Rights after being RIF'ed

Bargaining unit members who have been recalled from a reduction in force will retain all rights and benefits they had at the time of their reduction in force. Recall of rified bargaining unit members will be based upon procedures set forth in Section 24-12 of the Illinois School Code.

3.18 Continuing Education and Professional Development

A. The Board will reimburse bargaining unit members at a rate of \$80 per credit hour, not to exceed six (6) credit hours per year, for course work taken and completed up to a total maximum of \$5,000 per year on a first come, first approved basis.

1. All course work must be completed from an Illinois State Board of Education (ISBE) accredited college or university provided that ISBE continues to use National Council for Accreditation of Teacher Education (NCATE) standards as their benchmark for accreditation.
  2. Reimbursement for course work will be the actual amount of tuition paid by the bargaining unit member but will not exceed \$80 per credit hour. Only courses from an accredited university or college will be accepted for movement on the salary schedule and/or for tuition reimbursement upon the approval and discretion of the Superintendent. An official grade report or transcript from the college or university will be required for movement on the salary schedule and/or for this reimbursement.
  3. The reimbursement will be made once yearly, in September, for course work done from September 1 to August 31 of the previous year. The payment will be forfeited if the bargaining unit member leaves the district prior to the start of the school year in which the payment is to be made.
  4. All course work must have the prior written approval of the Superintendent.
- B. The Board of Education will set aside \$5,000 each school year to cover the actual cost of bargaining unit members' requested attendance, including reasonable pre-approved travel expenses, at workshops and other professional development activities. All workshops and other professional development activities will have the prior written approval of the Superintendent. Attendance at workshops and other professional development activities will be at the Superintendent's discretion and, at a minimum, must be relevant to the subject matter taught by the bargaining unit member. The funds provided for herein may not be used for the remediation of unsatisfactory tenured bargaining unit members or other remediation activities ordered by the State Superintendent of Schools for bargaining unit members found to be incompetent. At the end of both first and second semester, the Superintendent will provide the Association with a printed list of expenses from the \$5,000.
- C. Should the Administration request a bargaining unit member to attend professional development activities, the Administration, with the written approval of the Superintendent, will cover all expenses of the development, including, but not limited to, attendance fees, hotel costs, and mileage.
- D. Should the Administration require a bargaining unit member to upgrade his/her skills in his/her licensed area, the Administration, the Association, and the bargaining unit member will together develop a plan that may consist of professional development and/or college classes. The Administration will cover all expenses of the plan.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1 Definition

- A. A grievance is a claim by a bargaining unit member, by a group of bargaining unit members, or by the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. Any bargaining unit member, or any group of bargaining unit members, or the Association may be a grievant.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term or during any school holiday or recess period, then time limits will consist of all days that the unit office is open for business.

4.2 Statement of Basic Principles

- A. Every bargaining unit member covered by this Agreement has the right to present grievances in accordance with these procedures, with or without representation as defined in each formal step. Nothing contained in this Article or elsewhere in this Agreement will be construed to prevent any individual bargaining unit member from discussing a problem with the administration and having it adjusted without intervention or representation of organized representatives.
- B. A bargaining unit member who participates in these grievance procedures will not be discriminated against or be subjected to discipline because of such participation.
- C. The failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal; the failure of the administration to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Superintendent, during school hours, all bargaining unit members whose presence is required will be excused, with pay, for that purpose.
- E. It is agreed that any investigation or other handling or processing of any grievance by the grievant or by the Association neither interfere with nor interrupt the instructional program and related work activities of the staff.

### 4.3 Procedures

#### A. First Step

An attempt will be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate superior. The grievant may bypass this first step if he/she chooses.

#### B. Second Step

If the grievance cannot be resolved informally, the grievant will file the grievance in writing and within ten (10) days after receipt of the written grievance, the principal will meet with the grievant to discuss the matter. The written grievance will state the nature of the grievance, will note the clause or clauses of the Agreement allegedly violated, and will state the remedy requested. The filing of the grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has authority to make a decision about the grievance will make such decision and communicate it in writing to the grievant and the Superintendent within ten (10) days. The grievant, upon request to the Association, may have a local Association building representative present.

#### C. Third Step

In the event a grievance has not been satisfactorily resolved at the Second Step, the grievant will file, within ten (10) school days of the principal's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The grievant will send a copy of such grievance to the Association President. Within ten (10) days after such written grievance is filed, the grievant, a representative of the grievant (should a representative be requested by the grievant), the principal, and the Superintendent (or designee), will meet to resolve the grievance. The Superintendent (or designee) will file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant, the principal, and the Association President.

#### D. Fourth Step

If the Association is not satisfied with the Superintendent's answer at Step Three, or if the time limits expire without the issuance of the Superintendent's written reply, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which will act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Superintendent's answer at Step Three, then the grievance will be deemed withdrawn.

1. The arbitrator, in his opinion, will not amend, modify, nullify, ignore, or add to the provision of the Agreement. His/Her authority will be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Association, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
2. Each party will bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the Board and the Association.
3. If either party requests a transcript of the proceedings, that party will bear the full costs of that transcript. If both parties order a transcript, the cost of the two transcripts will be divided equally between the Board and the Association.

E. Bypass to Superintendent

If the Association and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

F. Bypass to Binding Arbitration

If the Superintendent and Association agree, a grievance may be submitted directly to binding arbitration.

G. Class grievances involving one or more grievants or one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the Association at Step Three.

H. Association Participation - Bargaining Unit Member Not Represented

When a grievant is not represented by the Association, the Association reserves the right to have an Association representative present to state its views at Step Two of the grievance procedure and an Association representative present at Step Three. Only the Association may advance the grievance to Step Four.

I. Board-Administration Cooperation

The Board and the administration will cooperate with the Association in collecting data, provided there are not excessive costs.

J. Filing of Materials

All records related to a grievance will be filed separately from the personnel files of the grievant.

K. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE V  
EVALUATION

- 5.1 The purpose of an evaluation is to document objective evidence when rating a bargaining unit member's performance as excellent, proficient, needs improvement, or unsatisfactory, and to assist the bargaining unit member in improving his/her performance.

All evaluators will have completed a performance evaluation prequalification training prior to serving as teacher evaluators. They will also have completed any retraining as required by the Illinois State Board of Education (ISBE). Evaluators will demonstrate professional competence relative to each of the standard indicators set forth in the Illinois Standards for Principal Evaluation contained in Part 50, Appendix A of the ISBE rules on Evaluation of Certified Employees.

Bargaining unit members will be evaluated only by qualified evaluators. Qualified evaluators will have successfully passed the State Developed Assessments specific to the evaluation of bargaining unit members. A qualified evaluator will not conduct a performance evaluation of a bargaining unit member unless he/she has successfully completed the prequalification process for student growth and passed the State Developed Assessment specific to the consideration of data and indicators of student growth.

The list of qualified bargaining unit member evaluators will be attached to the Certified Employee Evaluation Process.

- 5.2 Non-tenured bargaining unit members will be evaluated each year during their probationary years of service. They will be observed at least three times a year during this probationary service, two (2) of which must be formal. Tenured bargaining unit members who received a rating of "excellent" or "proficient" on their previous evaluation will be evaluated at least once in the course of the three years after receipt of the rating which will include at least one informal observation in the course of the first two years after receipt of the rating. Tenured bargaining unit members will be evaluated at least once every two (2) years. They will be observed at least twice during their year of evaluation, one (1) of which must be formal. No tenured bargaining unit member will be dismissed for his/her performance without having first received an overall unsatisfactory evaluation and then failing to successfully complete a remediation plan with a proficient or better rating.



By the first day of student attendance each year, the administration will provide a written notice to all bargaining unit members subject to evaluation that school year. The notice will include the following: 1) a copy of the evaluation instrument to be used to determine the performance rating; 2) a tentative schedule of teacher evaluations; 3) a copy of the rubric to be used to rate the employee; 4) a summary of the rating system to be used in the evaluation: (“excellent,” “proficient,” “needs improvement,” and “unsatisfactory”); and 5) a summary of the district’s procedures related to the provision of professional development or remediation in the event a bargaining unit member receives a “needs improvement” or “unsatisfactory” rating, respectively, which includes evaluation tools to be used during the remediation period.

Those bargaining unit members who expect to be absent from work for an extended period of time during the school year (i.e., for medical leave, family medical leave, unpaid leave, sabbatical leave, etc.), have the right to request that their evaluation be completed before the beginning of such leave; and, based upon operational need, will not have their request unreasonably denied.

- 5.3 Except under unusual circumstances, all formal and informal teacher observations will be made between September 15<sup>th</sup> and March 1<sup>st</sup>. Observations and/or evaluations will not occur within five work days before the end of first semester or within five work days after the beginning of second semester. No observations and/or evaluations will be conducted during Parent/Teacher Conference Week(s).

In order for informal observations to be considered in the overall evaluation rating, they must be reduced to writing, and shared with the teacher, and a post-observation conference must be held within ten (10) work days after the informal observation. No formal observation may take place until the building principal or immediate supervisor acquaints the bargaining unit member under his/her supervision with the evaluation procedures during the pre-observation conference (which will occur at least three (3) work school days before the formal observation).

During the pre-observation conference, the bargaining unit member will submit documentary evidence related to his/her performance. Documentary evidence will be organized by the section and subsection of the evaluation instrument (1.1, 1.2, 1.3, etc.)

- 5.4 The administrator will evaluate each tenured bargaining unit member in writing, using an evaluation instrument designed in cooperation with the Association. The use of maternity, family medical, and/or military leave will not be counted against attendance on bargaining unit member evaluations. Each evaluation will include the required number of in-class observations of the bargaining unit member. All formal observations will be done with the full knowledge of the bargaining unit member. The use of still cameras and/or electronic devices, such as audio and video equipment, will not be used during formal or informal observations without prior agreement with the Association, or in the case of a tenured bargaining unit member to be remediated, the agreement of the tenured bargaining unit member.

- 5.5 The evaluator will have the post-observation conference with the bargaining unit member within ten (10) days following his/her formal observation to discuss the results of the evaluation. During the post-observation conference, the bargaining unit member may, if applicable, provide to the qualified evaluator additional information or explanations about the lesson presented.
- 5.6 In the formal evaluation document, the evaluator will document the bargaining unit member's strengths and weaknesses. The evaluator will provide suggestions to improve the bargaining unit member's performance.
- 5.7 The evaluator will conduct a summative evaluation conference by March 1<sup>st</sup> and will provide the bargaining unit member with his or her summative evaluation rating that incorporates both the evaluator's written formal and informal observations and the bargaining unit member's student growth outcomes.
- 5.8 The bargaining unit member will have the right to attach an explanation to any evaluation or other materials including those specified in Article 5.7 that are placed in his/her personnel file. Each bargaining unit member will receive a completed copy of his/her evaluation. The bargaining unit member will be provided the opportunity to sign the evaluation. However, said signature does not indicate approval or agreement, but only indicates the bargaining unit member has seen the evaluation.
- 5.9 Agreeing to the procedures delineated in Articles 5.1 through 5.8 above does not limit the right of management to utilize informal observations.
- 5.10 Any grievance filed relative to this Article will be limited to violations of the specific procedures. All other aspects of the evaluation, including but not limited to criteria, instruments, or personalities, shall not be grievable.
- 5.11 It is understood that all evaluations will occur only while the bargaining unit member is performing services for the District.
- 5.12 Changes in the evaluation instrument and/or other documents pertaining to evaluations will be made in cooperation with the Association. Changes in the evaluation procedure will be subject to bargaining. The evaluation committee will meet at least once every year to consider changes, or more frequently as necessary to comply with the section 24A-5 of the Illinois School Code.
- 5.13 Coaching/Sponsor Appointments

After the fall, winter, and spring extra-curricular seasons have concluded, the Board will determine whether the coach/sponsor will be re-appointed or non-appointed for the upcoming school year.

ARTICLE VI  
NEGOTIATION PROCEDURES

- 6.1 Designated representatives of the Board and designated representatives of the Association will constitute the respective negotiating teams.
- 6.2 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals and to reach tentative agreements. When all items have been tentatively agreed to, they will be reduced to writing, and the entire contract will be presented to the Association for ratification and to the Board for adoption.
- 6.3 Facts, opinions, and proposals will be exchanged freely during the closed meeting or meetings in an effort to reach mutual understanding and agreement. Negotiating sessions will be held as closed meetings with only members of the negotiating teams and their observers present.
- 6.4 When negotiations are requested by either party, such negotiations will begin no later than the 15th of June at a time mutually agreed to by both parties.
- 6.5 Communication with the Board will be through the Superintendent and the Board's chief negotiator, and communication with the Association will be made through the Association President and its chief negotiator.
- 6.6 The Board will make available, on reasonable request, all regularly and routinely prepared information concerning the financial conditions of the schools including annual financial statements, tentative budgets, audits, adopted budget, treasurer's reports, board agenda and minutes, and names of new employees of the District, as defined in Article I. The above information must be secured at the Superintendent's office. Nothing herein requires the central administrative staff to research and assemble information. The Association will make available to the Board copies of any pertinent information as reasonably requested by the Board and/or its designated representative. Nothing herein requires the Association to research and assemble information.
- 6.7 During the school year, one (1) copy of all Board minutes will be electronically sent to the President of the Association as soon as they have been approved.
- 6.8 The Board and the Association agree to confer and negotiate in good faith with respect to wages, hours, and other terms and conditions of employment.
- 6.9 When tentative agreement is reached on all matters being negotiated by the Board's team and the Association's team, the items will be reduced to writing and submitted to the Association for ratification. If the Agreement is ratified by the Association, it will be presented to the Board within seven (7) calendar days for ratification and adoption by the

Board as a part of the official Board policy.

6.10 Should mediation be necessary, the parties will make a joint request of the Federal Mediation and Conciliation Service and will notify the Illinois Educational Labor Relations Board.

6.11 Joint Committees

The Administration and the Association will create the following joint committees. The Association President and Superintendent will designate bargaining unit members to joint committees.

1. Site-Based Decision-Making Committee

The Administration and the Association will form a joint site-based decision-making committee for each attendance center for the purpose of addressing concerns raised by bargaining unit members in those centers.

2. Professional Development Committee

The Administration and the Association will form a joint professional development committee for the purpose of developing an annual calendar of professional development topics and activities for bargaining unit members.

ARTICLE VII  
PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

7.1 Salary Schedule - Days of Employment

The salary schedules will be added as Appendix A. Such schedules will be based on a school calendar which will contain no more than one hundred seventy-six (176) regular workdays and four (4) institute days for bargaining unit members. Teachers teaching more or less than a normal teaching load and other bargaining unit members working more than a normal work load during their work year will be paid on a prorata basis equal to their percentage of workday based on the salary schedule.

7.2 Extra Duty Pay Schedule

The extra duty pay schedules will be specified in Appendices B, C, and D.

7.3 Hospitalization - Medical Insurance

During the 2022-2023 school year, the Board will pay \$535.00 per bargaining unit member per month toward the cost of single coverage hospitalization-health insurance. During the 2023-2024 school year, the Board will pay \$555.00 per bargaining unit

member per month toward the cost of single coverage hospitalization-health insurance. Bargaining unit members who do not take district sponsored health insurance will receive \$25.00 each month toward a Flexible Medical Benefit Account.

#### 7.4 Board Paid Retirement

In addition to the scheduled salary, the board will shelter to the extent allowed by law partial payments that bargaining unit members must make to the State of Illinois Teachers' Retirement System (hereinafter "TRS"), as well as to the Illinois Teacher Health Insurance Security Fund (hereinafter "THIS"). The board will contribute on behalf of each bargaining unit member both the actual TRS contribution not to exceed 9.0% of the teachers' creditable compensation to TRS and not to exceed 1.30% of the creditable compensation to THIS. These contributions will be paid directly by the board to TRS and THIS on each bargaining unit member's behalf and will be paid in lieu of and in satisfaction of each bargaining unit member's required contributions to TRS and THIS pursuant to Section 414(h)(2) of the Internal Revenue Code, 26 U.S.C.A. §414(h)(2). The parties acknowledge that bargaining unit members do not have the option of choosing to receive the contributed amounts directly, except as they might become available from TRS upon retirement or resignation, and that such contributions are made as a condition of employment to secure the bargaining unit members' future services, knowledge, and experience.

#### 7.5 Summer Checks

Bargaining unit members have the option to receive their paychecks in ten (10) or twelve (12) month installments. Unless the Superintendent's Office is notified by July 21 of the previous school year, bargaining unit members will be paid in twelve (12) installments. The election is irrevocable for the duration of the school year.

#### 7.6 Benefits of Part Time Bargaining Unit Members

Part-time bargaining unit members as defined in Article 1.1 will be included in the bargaining unit. Their benefits will be prorated consistent with their fractional employment status, except that part-time bargaining unit members employed fifty percent (50%) or more time will be provided insurance benefits in accordance with Article 7.3.

#### 7.7 Paydays

Paydays will be the twenty-fifth (25th) of the month. Deductions shall be placed in the mail on the twenty-fifth (25th), or the due date after the twenty-fifth (25th), as indicated by individual contracts.

#### 7.8 Direct Deposit

The District will annually offer direct deposit of bargaining unit member paychecks to a bank of the bargaining unit member's option.

## 7.9 Retirement Incentive

An employee tendering an irrevocable letter of resignation in conformance with the following conditions will be eligible for a retirement incentive in up to each of his or her final four years of teaching service subject to the following conditions:

1. The teacher will be tenured and will have a minimum of fifteen (15) years of continuous service in the Southwestern School District by the intended date of retirement.
2. The teacher will be at least sixty (60) years of age or will have at least thirty-five (35) years of creditable service upon his or her last day of service to the District and will not retire causing the District to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.
3. The teacher will have tendered to the Board a binding, irrevocable resignation in order to receive the incentive. The teacher's notice may be given up to four (4) years prior to retirement or by October 1<sup>st</sup> of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.
4. The teacher's retirement must be effective the first year that the teacher is eligible to retire with a full annuity not subject to reduction and without causing the District and the teacher to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.
5. A teacher may receive the retirement incentive provided for herein as well as the "sick leave balloon" provided for at Article 8, Section 2, as long as the teacher provides an irrevocable notice of his or her retirement before the first day of school of the fifth year prior to the date that the teacher is eligible to first retire under TRS with a full annuity not subject to reduction and without incurring a TRS penalty. The teacher must satisfy all of the conditions under this section and Article 8, Section 2, to receive both benefits. The "sick leave balloon" will be awarded at the start of the fifth year prior to the effective date of retirement, but the four percent (4%) retirement incentive will not begin until the fourth year prior to the effective date of retirement.

In exchange for the teacher's binding, irrevocable resignation, the District agrees to remove the teacher from the salary schedule and for each year of eligibility the teacher's total reportable creditable earnings will be increased by four percent (4%) over the teacher's total reportable creditable earnings for the previous year of employment. The total reportable earnings that will be included in the initial calculation will include the teacher's salary and any extra duties listed in Appendices B and C of this Agreement. The calculation each year may be rounded down to the nearest dollar to avoid possible TRS penalties.

Example:

A teacher applies for the award one year before retirement. The teacher's creditable earnings for the previous school year were \$40,000. The teacher's final year's creditable earnings will be \$41,600 ( $\$40,000 \times 1.04 = \$41,600$ ).

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the school year prior to the retirement incentive program period were \$40,000. The teacher's first year creditable earnings will be \$41,600 ( $\$40,000 \times 1.04 = \$41,600$ ). The teacher's second year creditable earnings will be \$43,264 ( $\$41,600 \times 1.04 = \$43,264$ ). The teacher's final year creditable earnings will be \$44,994 ( $\$43,264 \times 1.04 = \$44,994$ ).

Additional applicable reportable earnings will be applied to the teacher's total creditable earnings each year, but those additional reportable earnings will not be included in the calculation of the retirement incentive.

Example:

Year of Application Salary:	\$35,000
Appendix B:	\$4,000
Appendix C:	\$1,000
Reportable Earnings:	\$40,000
Year 1 Earnings:	\$41,600 ( $\$40,000 \times 1.04$ )
Sub Pay:	\$500
Reportable Earnings:	\$42,100
Year 2 Earnings:	\$43,264 ( $\$41,600 \times 1.04$ )
Sub Pay:	\$800
Reportable Earnings:	\$44,064

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's four percent (4%) increase will be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the school year prior to the retirement incentive program were \$40,000. The teacher's first year creditable earnings will be \$41,600 ( $\$40,000 \times 1.04 = \$41,600$ ). The teacher's second year creditable earnings will be \$43,264 ( $\$41,600 \times 1.04 = \$43,264$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000. The teacher's final year creditable earnings will be \$42,914 ( $\$43,264 - \$2,000 \times 1.04 = \$42,914$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the District will be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher will be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

The District, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the teacher returns to the District any nonexempt TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

In the event the retirement award provided for in this section would cause the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section will become void and the parties agree to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

In no event will a teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.

#### 7.10 Coaching Responsibilities for Two Teams

When a bargaining unit member, or any non-member hired by the District, coaches two teams simultaneously, the coach will receive reimbursement of one and one half the scheduled stipend. The Board reserves its authority to not employ bargaining unit members for any extracurricular stipend work to prevent a bargaining unit member from exceeding six (6%) of the prior year's total, reportable TRS creditable earnings.

#### 7.11 Creditable Earnings Limitation

In no event will a bargaining unit member who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6%) of the prior year's total, reportable TRS creditable earnings, unless any of



the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.

7.12 Attendance Bonus

At the end of each school year, Tier I TRS bargaining unit members who are not within four years of retirement eligibility and Tier II TRS bargaining unit members who are not within eight years of retirement and who have not used any sick leave or personal leave will receive a perfect attendance bonus of \$500. Tier I TRS bargaining unit members who are within four years of retirement eligibility or Tier II TRS bargaining unit members who are within eight years of retirement eligibility will receive \$500 in credit to be used to purchase teaching supplies and/or equipment for the classroom the following school year.

7.13 Cost Shift

In the event any law or regulation is passed that causes the Board's own contribution (currently established at .58%) to increase, then the parties agree to reopen this agreement mid-term for the sole purpose of negotiating its "pick up" or payment of the bargaining unit members' TRS contribution.

ARTICLE VIII  
LEAVES

8.1 Sick Leave

- A. Each bargaining unit member will be thirteen (13) days of sick leave without loss of pay. Sick leave will accumulate without limit. Sick leave will be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of this Article includes parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and legal guardians. Absence due to pregnancy-related disability will be treated as sick leave. Sick leave will be used in half or full day increments. At the discretion of the building principal, bargaining unit members may leave up to thirty (30) minutes prior to the end of the work day no more than four (4) times per school year, without utilizing sick leave, for the purpose of attending medical-related appointments or other medical emergencies, so long as the bargaining unit member's absence does not affect the instructional day.
- B. Sick leave may be used for death of friends with close emotional ties, if all personal leave has been exhausted.
- C. The Association can solicit volunteers to contribute sick leave days to a Sick Leave Bank. If a bargaining unit member has a catastrophic accident or illness or meets the following conditions, he or she may draw days from the bank:

1. Must have been unable to work for at least twenty-five (25) calendar days.
2. Must not be eligible for, or receiving, any TRS disability, or worker's compensation benefits.
3. Must have exhausted sick leave and can receive bank days not to exceed the days accumulated by the bargaining unit member prior to the catastrophe.
4. If non-tenured bargaining unit members meet conditions 1 and 2 above, they can borrow up to twenty (20) days from the bank to be paid back within three (3) years after they return to work.
5. The bank will be administered jointly by the Superintendent and the Association President, and they will seek donations when either one of them deems it necessary to do so.

## 8.2 Sick Leave Balloon

Option 1: A bargaining unit member who provides five (5) years advanced notice of retirement or resignation, and who has one hundred and one (101) accumulated sick days, and who has at least fifteen (15) years of service with Southwestern School District, will be eligible for a sick leave balloon benefit. To receive this benefit, the bargaining unit member must provide the district with an irrevocable letter effective five (5) years from date of notification of retirement or resignation. Upon receipt of the bargaining unit member's letter of resignation, the District will immediately increase the bargaining unit member's accumulated sick leave so that the total of such leave available to the bargaining unit member as creditable service to TRS will be equal to three hundred ten (310) days.

Option 2: A bargaining unit member who provides five (5) years advanced notice of retirement or resignation, and who has fifty-one (51) accumulated sick days, and who has at least fifteen (15) years of service with Southwestern School District, will be eligible for a sick leave balloon benefit. To receive this benefit, the bargaining unit member must provide the district with an irrevocable letter effective five (5) years from date of notification of retirement or resignation. Upon receipt of the bargaining unit member's letter of resignation, the District will immediately increase the bargaining unit member's accumulated sick leave so that the total of such leave available to the bargaining unit member as creditable service to TRS will be equal to one hundred forty (140) days.

Bargaining unit members who receive the sick leave balloon benefit provided for herein must retire with thirty-five (35) years of total reportable creditable service upon his/her last day of service to the District. In the event the bargaining unit member would not have thirty-five (35) years of total reportable creditable service upon his/her intended date of retirement, the member may work until satisfying the thirty-five (35) year creditable service requirement or retire and accept a discounted annuity.

### 8.3 Personal Leave

Each bargaining unit member will be granted three (3) days of personal leave without loss of pay. Except in the case of an emergency, the bargaining unit member must provide the Superintendent seventy-two (72) hours advance written notice of the necessity for personal leave. Bargaining unit members cannot take a personal leave day without the Superintendent's prior approval, either written or verbal. No more than five (5) bargaining unit members across the District on a "first come, first served" basis may be off work on the same day utilizing personal leave if substitutes are required. Personal leave days, if unused, will be transferred to the bargaining unit member's accumulated sick leave. Personal leave must be used in half or full day increments. At the discretion of the building principal, bargaining unit members may leave up to thirty (30) minutes prior to the end of the work day, no more than two (2) times per school year, without utilizing personal leave, for the purpose of attending non-medical related appointments as long as the bargaining unit member's absence does not affect the instructional day.

### 8.4 Compensatory Personal Day

If a bargaining unit member attends a previously scheduled workshop/activity on a snow day or Act of God day, he/she will be granted one (1) additional personal day beyond those provided in Article 8.3 of the contract to be taken during the remainder of the school year in which said snow day or Act of God day occurred.

### 8.5 Association Leave - Grievance Hearing

In the event that the Association sends a grievance representative to an arbitration hearing, the representative will be excused without loss of pay for a maximum of two (2) days.

### 8.6 Leave of Absence

A leave of absence of up to one (1) year without pay may be granted to any tenured bargaining unit member who has reasonable need for such a leave. Maternity leave will be one reason for such a request. The ultimate decision to grant such leave rests with the Board of Education, and said decision is not subject to the grievance procedure. Bargaining unit members must inform the Board in writing at least thirty (30) calendar days prior to the end of their leave of their intention to return to active service.

### 8.7 Family Medical Leave

All full and part-time bargaining unit members will be eligible for up to twelve (12) weeks of family medical leave for any purpose allowed by the Family Medical Leave Act. During the family medical leave period, the District will continue to pay the health insurance premium pursuant to this collective bargaining agreement. The bargaining unit member has the option to make use of family medical leave or any other contractual

leave. Bargaining unit members will not be required to use family medical leave prior to, instead of, or as a substitute for any accrued leave. The bargaining unit member may elect to use personal leave or sick leave during family medical leave. Where both the bargaining unit member and a covered individual (e.g., spouse, parent, child, etc.) are employed by the Board, each will be entitled to twelve (12) weeks of leave in a calendar year (July 1 – June 30). Following the leave period, the bargaining unit member will be reinstated to his/her previous position, if it is available. If the bargaining unit member's previous position is not available, the bargaining unit member will be reinstated to an equivalent position.

## ARTICLE IX EFFECT OF AGREEMENT

### 9.1 Effective Dates

This Agreement will become effective on August 16, 2022 and will continue in effect until 12:01 a.m. on the first day of the school year, 2024. When either party executes written notification to the other party prior to May 1, that it wishes to re-negotiate the Agreement, the Board will meet with the Association no later than June 15th to accept the Association proposal and negotiations will continue in an effort to reach an agreement. The Agreement may be continued by mutual consent.

### 9.2 Savings Clause

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

### 9.3 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, will not take any action that violates any of the specific provisions of this Agreement.

### 9.4 Previous Agreement Nullification

This Agreement supersedes and nullifies all previous written and verbal negotiation agreements between the Board and the Association.

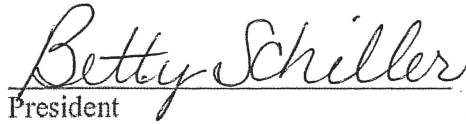
### 9.5 No Strike Disruption Clause

The bargaining unit members represented by the Association agree not to strike, or engage in, or support, or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which

would disrupt in any manner the operation of the schools.

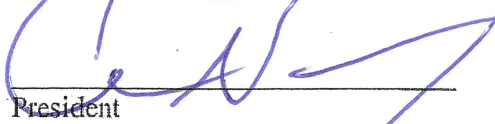
9.6 This Agreement is signed this 16 day of August 2022, in witness thereof:

FOR THE SOUTHWESTERN COMMUNITY  
UNIT SCHOOL DISTRICT 9  
EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

FOR THE BOARD OF EDUCATION  
SOUTHWESTERN COMMUNITY  
UNIT SCHOOL DISTRICT 9

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

APPENDIX A  
SALARY SCHEDULE FOR 2022-2024

**2022-2023 SALARY SCHEDULE**

	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>M</b>	<b>M+8</b>	<b>M+16</b>	<b>M+24</b>	<b>M+32</b>
<b>0</b>	\$35,860	\$36,758	\$37,653	\$38,547	\$39,446	\$40,343	\$41,241	\$42,135	\$43,032
<b>1</b>	\$36,576	\$37,473	\$38,370	\$39,265	\$40,163	\$41,060	\$41,955	\$42,853	\$43,748
<b>2</b>	\$37,295	\$38,192	\$39,089	\$39,983	\$40,881	\$41,778	\$42,672	\$43,572	\$44,466
<b>3</b>	\$38,729	\$39,629	\$40,523	\$41,419	\$42,313	\$43,211	\$44,107	\$45,003	\$45,902
<b>4</b>	\$40,163	\$41,060	\$41,955	\$42,853	\$43,748	\$44,645	\$45,542	\$46,439	\$47,335
<b>5</b>	\$41,598	\$42,494	\$43,388	\$44,286	\$45,184	\$46,078	\$46,976	\$47,874	\$48,771
<b>6</b>	\$43,032	\$43,930	\$44,824	\$45,721	\$46,617	\$47,514	\$48,410	\$49,308	\$50,206
<b>7</b>	\$44,466	\$45,362	\$46,258	\$47,156	\$48,053	\$48,947	\$49,846	\$50,742	\$51,642
<b>8</b>	\$45,902	\$46,795	\$47,691	\$48,592	\$49,487	\$50,383	\$51,278	\$52,177	\$53,073
<b>9</b>	\$47,335	\$48,232	\$49,126	\$50,023	\$50,924	\$51,818	\$52,714	\$53,611	\$54,507
<b>10</b>	\$48,771	\$49,665	\$50,563	\$51,459	\$52,355	\$53,254	\$54,148	\$55,045	\$55,938
<b>11</b>	\$50,206	\$51,102	\$51,995	\$52,895	\$53,791	\$54,685	\$55,585	\$56,479	\$57,375
<b>12</b>	\$51,642	\$52,537	\$53,431	\$54,327	\$55,225	\$56,121	\$57,017	\$57,916	\$58,810
<b>13</b>	\$54,344	\$55,238	\$54,865	\$55,760	\$56,656	\$57,556	\$58,452	\$59,348	\$60,242
<b>14</b>			\$57,569	\$58,466	\$58,091	\$58,988	\$59,888	\$60,784	\$61,678
<b>15</b>					\$60,797	\$61,693	\$61,320	\$62,219	\$63,114
<b>16</b>							\$64,025	\$64,922	\$64,549
<b>17</b>									\$67,253

In 2022-2023, bargaining unit members off the salary schedule (those no longer eligible for step movement on the salary schedule) will receive a \$2,375 increase over their 2021-2022 salary.

The Board will provide each bargaining unit member a “Statement of Employment” that includes an itemized list detailing how the bargaining unit member's total salary has been calculated. The list will include the following items as they apply to each bargaining unit member: the bargaining unit member's current salary, any applicable extra duty compensations from Appendix B and from Appendix C, the Board’s contribution to THIS, the Board’s contribution to TRS, and the Board's contribution to health insurance.

**2023-2024 SALARY SCHEDULE**

	<b>BA</b>	<b>BA+8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>M</b>	<b>M+8</b>	<b>M+16</b>	<b>M+24</b>	<b>M+32</b>
<b>0</b>	\$36,400	\$37,312	\$38,220	\$39,128	\$40,040	\$40,950	\$41,862	\$42,769	\$43,680
<b>1</b>	\$37,127	\$38,037	\$38,948	\$39,856	\$40,768	\$41,679	\$42,587	\$43,498	\$44,406
<b>2</b>	\$37,856	\$38,767	\$39,678	\$40,585	\$41,497	\$42,407	\$43,315	\$44,228	\$45,135
<b>3</b>	\$39,312	\$40,226	\$41,133	\$42,043	\$42,950	\$43,862	\$44,771	\$45,681	\$46,594
<b>4</b>	\$40,768	\$41,679	\$42,587	\$43,498	\$44,406	\$45,317	\$46,228	\$47,138	\$48,048
<b>5</b>	\$42,224	\$43,134	\$44,041	\$44,953	\$45,865	\$46,772	\$47,683	\$48,595	\$49,505
<b>6</b>	\$43,680	\$44,591	\$45,499	\$46,410	\$47,319	\$48,230	\$49,139	\$50,050	\$50,962
<b>7</b>	\$45,135	\$46,045	\$46,954	\$47,866	\$48,777	\$49,684	\$50,597	\$51,506	\$52,419
<b>8</b>	\$46,594	\$47,500	\$48,410	\$49,323	\$50,232	\$51,141	\$52,050	\$52,963	\$53,872
<b>9</b>	\$48,048	\$48,959	\$49,866	\$50,777	\$51,690	\$52,598	\$53,507	\$54,418	\$55,328
<b>10</b>	\$49,505	\$50,413	\$51,324	\$52,234	\$53,144	\$54,056	\$54,964	\$55,873	\$56,781
<b>11</b>	\$50,962	\$51,871	\$52,778	\$53,691	\$54,601	\$55,509	\$56,422	\$57,330	\$58,239
<b>12</b>	\$52,419	\$53,328	\$54,235	\$55,145	\$56,056	\$56,966	\$57,876	\$58,788	\$59,696
<b>13</b>	\$55,163	\$56,070	\$55,691	\$56,600	\$57,510	\$58,422	\$59,332	\$60,241	\$61,149
<b>14</b>			\$58,436	\$59,347	\$58,966	\$59,877	\$60,789	\$61,699	\$62,606
<b>15</b>					\$61,713	\$62,622	\$62,244	\$63,156	\$64,065
<b>16</b>							\$64,989	\$65,900	\$65,521
<b>17</b>									\$68,266

In 2023-2024, bargaining unit members off the salary schedule (those no longer eligible for step movement on the salary schedule) will receive a \$2,375 increase over their 2022-2023 salary.

The Board will provide each bargaining unit member a “Statement of Employment” that includes an itemized list detailing how the bargaining unit member's total salary has been calculated. The list will include the following items as they apply to each bargaining unit member: the bargaining unit member's current salary, any applicable extra duty compensations from Appendix B and from Appendix C, the Board’s contribution to THIS, the Board’s contribution to TRS, and the Board's contribution to health insurance.

APPENDIX B  
EXTRA-DUTY SCHEDULE FOR 2022-2024

	<b>(0-3 yrs)</b>	<b>(4-6 yrs)</b>	<b>(7-9 yrs)</b>	<b>(10-12 yrs)</b>	<b>(13+yrs)</b>
<b>HS Athletic Director</b>	\$6,375	\$6,685	\$7,071	\$7,535	\$8,076
<b>HS Head Basketball</b>	\$6,066	\$6,375	\$6,762	\$7,226	\$7,767
<b>HS Head Football</b>	\$5,757	\$6,066	\$6,453	\$6,917	\$7,458
<b>HS Track</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Volleyball</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Softball</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Golf</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Baseball</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Bowling</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>MS Basketball</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>HS Head Soccer</b>	\$4,211	\$4,520	\$4,907	\$5,370	\$5,912
<b>Asst. HS Basketball</b>	\$3,902	\$4,211	\$4,597	\$5,061	\$5,602
<b>Asst. HS Football</b>	\$3,902	\$4,211	\$4,597	\$5,061	\$5,602
<b>MS Track</b>	\$3,592	\$3,902	\$4,288	\$4,752	\$5,293
<b>MS Volleyball</b>	\$3,592	\$3,902	\$4,288	\$4,752	\$5,293
<b>MS Baseball</b>	\$3,592	\$3,902	\$4,288	\$4,752	\$5,293
<b>HS Scholar Bowl</b>	\$3,283	\$3,592	\$3,979	\$4,443	\$4,984
<b>HS Cheer-BB</b>	\$3,283	\$3,592	\$3,979	\$4,443	\$4,984
<b>MS Scholar Bowl</b>	\$2,974	\$3,283	\$3,670	\$4,133	\$4,675
<b>Asst. HS Track</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>Asst. HS Volleyball</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>Asst. HS Softball</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>Asst. HS Baseball</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>Asst. HS Soccer</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>HS Cheer-FB</b>	\$2,665	\$2,974	\$3,360	\$3,824	\$4,365
<b>MS Athletic Director</b>	\$2,500	\$2,819	\$3,206	\$3,670	\$4,211
<b>HS Cross Country</b>	\$2,355	\$2,665	\$3,051	\$3,515	\$4,056
<b>MS Cheer</b>	\$2,355	\$2,665	\$3,051	\$3,515	\$4,056
<b>Asst. MS Track</b>	\$2,355	\$2,665	\$3,051	\$3,515	\$4,056
<b>Assistant HS Cheer</b>	\$2,355	\$2,665	\$3,051	\$3,515	\$4,056
<b>Asst. MS Baseball</b>	\$2,123	\$2,433	\$2,819	\$3,283	\$3,824
<b>FFA</b>	\$6,300	\$6,600	\$7,000	\$7,500	\$8,000
<b>Band</b>	\$6,050	\$6,350	\$6,750	\$7,250	\$7,750



Experience will be continuous in the same assigned job. Experience will carry over in downward movement. (Examples: a head coach moving to the assistant position; high school coaches moving to the middle school)

Experience will not carry over in upward movement. (Example: coaches moving from middle school to high school or from assistant coach to head coach)

A coach may not carry experience from one (1) sport to another. (Example: a coach with 7 years in baseball cannot carry his/her 7 years to a new sport.)

APPENDIX C  
NON-COACHING EXTRA DUTY SCHEDULE FOR 2022-2024

**Annual Stipends**

Teacher Mentor	\$250
Dual Credit Class Instructor	\$250
Fine Arts Program (3)	\$350
Color Guard	\$500
NHS	\$550
MS Yearbook	\$800
Music K-6	\$1000
HS Student Government	\$1600
HS Yearbook	\$1600
Drama	\$1600
Tool Maintenance	\$1600
MS Student Council	\$1600
Prom Sponsor	\$1600
Instructional Coach	\$4000

**Hourly Stipends**

Detention	\$25
Tutoring	\$32
Summer School	\$32
Homebound	\$34
ESL (English Second Language)	\$34
Extra Driving	\$34
Weight Training	\$34
Dance Chaperones (MS and HS)	\$75 for a 3-hour dance

**Other Stipends**

4-6 Grade Activities Club	\$250 per session
7-12 Grade Clubs	\$250 per club
Open House	1 hour discretionary time

Ticket sellers will receive \$32.00 for each event and the clock/scorekeeper in football, volleyball, and basketball will receive \$34.00 for the event.

Homebound tutoring mileage will be paid from the school to the student's home and back to school at the contractual mileage rate.

Teachers assigned to a 7:30 AM start time and a 3:15 PM end time to assist with morning bus duty will receive an annual \$750 stipend.