

**Mokena Public Schools
Mokena, Illinois**

PROFESSIONAL NEGOTIATIONS AGREEMENT

**2019-2020
2020-2021
2021-2022
2022-2023
2023-2024**

Between

Mokena Teachers' Association, IEA/NEA

and

**Board of Education
Mokena Public School District 159**

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ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

- A. The Board of Education of District 159, Will County, Mokena, Illinois, hereinafter referred to as the "Board," recognizes the Mokena Teachers' Association, affiliated with the Illinois Education Association and the National Education Association (IEA/NEA), hereinafter referred to as the "Association," as the exclusive and sole negotiation agent for all regularly employed certificated teaching personnel, except for substitutes, teachers' aides, paraprofessionals, student employees, the superintendent, assistant superintendents, principals, assistant principals, administrators carrying responsibilities greater than that of a department head, and all other employees excluded by the Illinois Education Labor Relations Act.
- B. Also excluded from the bargaining unit as defined in the preceding paragraph shall be those employees who have volunteered and who are, therefore, assigned by the Superintendent to perform administrative and other supervisory duties on a part-time basis as directed by the Superintendent. For such work, the Superintendent and the employee shall negotiate and shall agree on terms and conditions of compensation, whether monetary or in the nature of compensatory time, as long as compensatory time does not impair the quality of classroom instruction or disrupt the operations of the school. For performing such work, said teachers shall be deemed contract employees. The duties performed by such teachers for contract employment shall not include any duties normally performed by a member of the bargaining unit.

While the Board extends recognition to less than full-time teachers as members of the bargaining unit, part-time teachers shall have all benefits including, but not limited to, the option of health insurance and dental insurance, if the part-time employee qualifies in accordance with the insurance carrier, prorated according to full-time equivalency.

ARTICLE 2 – FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 BARGAINING RESPONSIBILITIES

- A. It is a mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, grievance procedures, other matters covered by this Agreement, and such other matters as the parties mutually agree to negotiate.
- B. 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 counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification.

2.2 BARGAINING NOTIFICATION

The parties shall commence bargaining for a successor agreement as per the Illinois Education Labor Relations Act and its Rules and Regulations.

2.3 RELEASE TIME FOR BARGAINING

If both parties mutually agree to conduct negotiations during regular work hours, release time shall be provided for the Association's negotiating committee members, with the Association reimbursing the District for the daily rate of each substitute hired to cover the release time of the committee members.

2.4 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse as pursuant to law. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

2.5 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

As a guideline, within fifteen (15) days after ratification, a copy of this Agreement will be sent to all employees as a PDF documents to reduce costs of printing to all involved.

2.6 EXECUTIVE BOARD - SUPERINTENDENT COMMITTEE

The Superintendent and the Executive Board may meet on a mutually agreed upon date each month for the purpose of reviewing issues and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure.

2.7 FINANCIAL COMMITTEE

Upon request, the Superintendent or his/her designee, agrees to hold a meeting each year with the negotiations representatives of the Association for the purpose of studying the financial situation of the district.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 DEFINITIONS

A grievance is defined as a complaint or claim by an employee or the Association that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

3.2 TIME LIMITS

For the purpose of this article, the term “days” shall mean those days the District Office is officially open for business.

3.3 PROCEDURES

The parties hereto acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communication, provided the resolution is consistent with the terms of this document. The informal discussion shall take place within fifteen (15) days of the occurrence of the event, which initiated the alleged grievance.

The Board acknowledges the right of the Association to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant, and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any grievant to abide by the prescribed timelines shall prohibit the grievant from proceeding to the next step. The time limits, however, may be extended by written agreement between the parties. At any step of the grievance procedure, the grievant may have representation of his/her choice.

A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievant has first verbally consulted the Administrator involved.

- A. **STEP I** – If the alleged grievance cannot be resolved informally, the grievant shall present the grievance in writing to the immediately involved supervisor no later than ten (10) days following the informal process. The written information contained in the filed grievance shall contain the following:
1. A description of the specific grounds of the grievance, including the specific action or lack of action being grieved, including names, dates and places necessary for a complete understanding of the grievance;
 2. A listing of the provisions of this Agreement, the Article or Articles and Sections or Paragraphs, which are alleged to have been violated or misapplied;
 3. A listing of the specific actions requested of the Administration which will remedy the grievance.

The supervisor will arrange a meeting to take place within ten (10) days after the receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, immediately involved supervisor, and any person whose assistance he/she requests, shall be present for the meeting. Upon the conclusion of the hearing of the grievance, the supervisor shall have ten (10) days in which to provide his/her written decision to the grievant.

- B. **STEP II** - If the grievant is not satisfied with the disposition of the grievance at Step I, or if Step I time limits expire without the issuance of the supervisor’s memorandum, then the grievant may within ten (10) days refer the grievance to the Superintendent or his/her designee. The Superintendent shall within ten (10) days conduct a meeting with the same parties being present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor, if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent shall have ten (10) days in which to provide his/her written decision to the grievant.
- C. **STEP III** - If the grievant is not satisfied with the disposition of the grievance at Step II, or if Step II time limits expire without the issuance of the Superintendent’s decision, then the grievant and the Association may refer

the grievance to the Board of Education. The grievant and the Association must refer the grievance to the Board of Education within ten (10) days of receipt of the Superintendent's decision or expiration of the time limit without a decision, whichever occurs first. Upon receipt of the request, the Board of Education shall, within thirty (30) days, schedule a closed hearing on the grievance at a regular or special meeting of the Board, and shall thereafter render its decision in writing no later than five (5) days following the succeeding regularly scheduled Board meeting. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

- D. **STEP IV** - If the grievance is not resolved satisfactorily at Step III, there shall be available a fourth step of impartial binding arbitration. The grievant and the Association shall submit a written request to the Superintendent within twenty (20) days from receipt of the Step III answer. The arbitrator shall be selected from the American Arbitration Association in accordance with their Voluntary Labor Arbitration Rules. If a demand for arbitration is not filed within twenty (20) days of the date of the Step III answer, then the grievance shall be deemed withdrawn.

Neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory or decisional.

The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

3.4 BYPASS

By mutual written agreement between the parties, any step of the grievance procedure may be bypassed.

3.5 CLASS GRIEVANCE

Grievances involving more than one employee, more than one supervisor, or an administrator above the building level may be initially filed at Step II.

3.6 NO REPRISALS CLAUSE

The Board and Association agree not to take any reprisals against any person(s) for his/her participation or refusal to participate in the grievance process.

3.7 LEGAL ACTION

Should any member of the bargaining unit commence an action against the administrator(s), Board and/or any of its members individually or collectively on the same topic or grievance, before any State or Federal jurisdiction, charging the administrator(s), Board or any of its members with any alleged violation of the rights granted herein, said proceeding shall act as a bar to the commencement of further proceedings on that grievance until there is a resolution within the other jurisdiction.

3.8 RELEASE TIME

If arbitration is scheduled during a school day, release time will be provided to the Association witnesses, with the Association reimbursing the District for the hourly rate to cover the release time of each witness.

3.9 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the affected Employees.

3.10 EXPEDITED ARBITRATION

By mutual written agreement of the Association and Employer, the Expedited Rules of the American Arbitration Association (AAA) shall be used in place of the Voluntary Labor Arbitration Rules.

3.11 COSTS

The fees and expenses of the arbitrator, and all related expenses, shall be borne equally by the Association and the school district. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript.

3.12 COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the other party wants a copy, the other party must share the cost.

3.13 SETTLEMENT

By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without establishing prejudice or a precedent.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, or not to organize, join, or not to join, and assist or to refrain from assisting the Association. Employees shall also have the right to participate in professional negotiations with the Board through representatives of their own choosing. The foregoing shall not be deemed to prohibit attempts permitted by law by the Association to encourage membership.

4.2 STATE AND FEDERAL RIGHTS

The Board and the Association undertake and agree that they will continue not to directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws or the Constitution of Illinois and the United States; that they will continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership or non-membership in the Association, or for participating or refusing to participate in negotiations with the Board, or his/her institution of or refusal to institute any grievance, complaint, or proceeding under this Agreement.

4.3 RIGHTS OF CITIZENSHIP

The employee shall be guaranteed the right to be active politically. Political rights shall include registration and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are compatible with his/her current employment.

The employee shall not use contractual time, privileges, or district facilities to promote political candidates or to further partisan or non-partisan political activities.

4.4 EMPLOYER HEARINGS/EMPLOYEE RIGHTS

When any Employee is required to appear before an administrator or supervisor, an Employer committee, or Board of Education or Board of Education member, concerning any matter which is disciplinary in nature, or which could adversely affect their terms and conditions of employment, the Employee shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

4.5 TEACHER DISCIPLINE

A good faith effort will be made, through open and free discussion between the Teacher and the Administration, to resolve issues before they reach a degree requiring written documentation placed in the Teacher's personnel file.

In the event an issue involves a conflict between or among faculty, the Teachers involved shall ordinarily participate in a conference facilitated by an Administrator in an effort to resolve the conflict.

A Teacher will be given an opportunity to discuss the concerns in an informal dialogue with an administrator before a formal written reprimand is placed in a Teacher's personnel file, if necessary.

In the event there is to be a formal disciplinary hearing, the Administrator will provide written notice to the Teacher and the Teacher shall be entitled to and may invite an Association representative to be present at the formal disciplinary hearing. The hearing shall not be delayed because of the unavailability of a particular representative. At the hearing, the Teacher will be advised of the related evidence supporting the reason(s) for the hearing. The Teacher shall then be given an opportunity to respond to the evidence presented.

Any formal letter of reprimand will be issued to the Teacher within 20 working days of the disciplinary hearing.

Upon receipt of the letter of reprimand the Teacher shall have the right to respond in writing, within 20 working days.

4.6 RULES AND REGULATIONS

Every reasonable effort shall be made to notify the Association president of changes in existing policies, regulations, and rules of the Employer pertaining to teachers. The Association president may request a written copy of the change(s).

4.7 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

An Employee shall be given written notice of his/her tentative assignment(s) for the forthcoming school year no later than the last day of school of the current academic year. Such notice shall include building location(s), work schedule, and name of supervisor(s). In the event there is a change in the tentative assignment, the teacher shall be notified within five (5) working days.

4.8 USE OF DISTRICT FACILITIES AND SERVICES

In each building, telephones, typewriters, duplicating machines, computers, facsimiles, and any other electronic equipment normally available, shall be available to aid Employees in the proper execution of their assigned duties. Equipment designated for administrative use shall be exempt.

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 ASSOCIATION CONCERNS - BOARD AGENDA

The Board shall place on the agenda of each regular Board meeting, as the first item for consideration under "Communications," any concerns brought to its attention by the Association. Further, the Association shall be allowed reasonable time to speak to any additional concerns considered at the Board of Education meeting.

5.2 BOARD MEETINGS - NOTIFICATION

The president of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board along with a copy of the agenda or statement of purpose of such meeting. Every reasonable effort shall be made to provide this information at least forty-eight (48) hours prior to the scheduled time of such meeting.

5.3 BOARD OF EDUCATION "BOARD PACKETS" DELIVERED TO ASSOCIATION PRESIDENT

The Board of Education "Board Packet" will be delivered to the president of the Association at least two (2) work days prior to each Board of Education meeting. The delivery will be via an electronic transmission.

5.4 BOARD MINUTES - ASSOCIATION COPIES

Four (4) copies of the approved Board of Education minutes for all open session meetings shall be delivered to the president of the Association as soon as they have been prepared. The delivery may be in paper form or by electronic transmission. During the non-attendance months of June, July, and August, one (1) copy will be emailed to the president of the Association.

5.5 INFORMATION REQUEST - ASSOCIATION

The Board, from time to time, in response to reasonable written requests, shall furnish any public and non-confidential prepared documents and/or information, which may be reasonably necessary for Association's use.

5.6 ASSOCIATION ANNOUNCEMENTS

Announcements of Association business that have no impact on the student body may be read over the intercom system in each school building. Such announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed on appropriate bulletin boards.

5.7 NAMES, ADDRESSES AND SALARY PLACEMENT - NEW EMPLOYEES

Names, addresses, and salary placement of newly hired Employees shall be provided, via Board packet minutes, to the Association after their official hiring at a Board of Education meeting.

5.8 ASSOCIATION LEAVE

In the event the Association desires to send a representative(s) to conferences, conventions or other meetings, the representative(s) may be excused without loss of salary, provided that the frequency of excused leave shall not impair the quality of classroom instruction. A written request for such leave shall be submitted to the Superintendent by the Association President for his/her approval. The granting and/or denial of such request shall not establish a practice or precedence. Association leave will not exceed eight (8) days per school year, with the Association reimbursing the District for the cost of the substitute teacher(s).

5.9 ASSOCIATION RIGHTS - EXCLUSIVE

The rights granted to the Association in this Agreement shall not be granted or extended to any competing Employee organization except as required by law, provided the Mokena Teachers' Association maintains a majority of membership of the employed teachers in the district.

5.10 PAYROLL DEDUCTIONS

- A. **Procedures for Membership Authorization**: Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the District Office an assignment authorizing deduction of membership dues in the Association, the NEA and the IEA. Such authorization shall continue in effect from year to year unless revoked in writing at any time by a teacher. Pursuant to such authorization, the District Office shall deduct 1/22nd of such dues from the salary check of the teacher for 22 pay periods with the first deduction in September and ending in June of each school year. Deductions for teachers employed after the commencement of the school year shall be so pro-rated as to complete payments by the following June.
- B. **Payment to the Association**: The District will send the total membership dues deduction amounts to the Association Treasurer after each pay period.

5.11 EMPLOYEE ORIENTATION

The Association and the Employer agree that, at the written request of the Association, a reasonable time (up to one [1] hour) will be made available during the first scheduled Institute Day for Association purposes.

5.12 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Employer will allow the Association to use District facilities for meetings. If the requested facility is unavailable, another school facility will be provided if possible.

The Association shall have the right, with approval of a designated administrator, to use school equipment including, but not limited to computers, duplicating equipment, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association will reimburse the district for the cost of supplies.

5.13 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

- A. The Association shall have the right to distribute printed materials in each district facility and the right to use the Employer's mail service and bargaining unit member's mailboxes for communication to bargaining unit members.
- B. The Association shall have, in each school building, a bulletin board in each staff dining room or work area at the Association expense.

5.14 ASSOCIATION MEETING DAYS

It is understood that during the course of the school year, the Association will need to meet with its members for the purposes of conducting Association business. The Association president and the Superintendent shall confer to determine appropriate dates and times for these meetings.

5.15 ASSOCIATION NOTIFICATION OF ASSIGNMENTS

The Association shall be provided a schedule of teacher assignments at the beginning of each school year.

ARTICLE 6 – WORKLOAD - CALENDAR

6.1 WORKLOAD

Teachers may be required to be present fifteen (15) minutes prior to the scheduled beginning of the student instructional day, and thirty (30) minutes thereafter. All staff will be able to leave ten (10) minutes after the buses have left the building on Fridays and/or the day prior to Thanksgiving, winter break and spring break. Nothing shall be deemed to prohibit a principal from excusing a teacher from the time requirements due to emergency circumstances, with such decisions not establishing a precedent for subsequent decisions. The foregoing limits of work time shall not apply to PTA meetings, parent conferences, and/or Back to School Nights.

Employees will be expected to supervise their students five (5) minutes prior to the start of the instructional day so that students are prepared to begin instruction at the start of the instructional day.

- A. Lunch Periods and Preparation Periods: Full-time classroom Employees in grades Pre-K-5 shall be provided the equivalent of five (5) weekly thirty (30) minute preparation periods in addition to a thirty (30) minute duty-free lunch. Full-time employees in K-3 shall have one (1) daily thirty (30) minute recess. At no time shall a full-time classroom Employee be given more than one (1) day in one week without a planning period of at least thirty (30) consecutive minutes. Every reasonable effort shall be made to provide each Employee with a daily thirty (30) minute planning period.

Each junior high Employee shall be scheduled for at least one teaching period per day to be used for planning, as well as a duty-free lunch as required by law.

Each full-time Employee assigned to teach special subjects (e.g., art, music, P.E. etc.) shall be provided with an equivalent amount of preparation time (i.e., an equivalent number of minutes although not necessarily in equivalent time blocks) as full-time classroom Employees.

The Board and Association recognize that planning time can be used for many purposes. Among the possible uses are individual planning and preparation, grading papers, lesson planning, copying materials, setting up labs, meetings with the principal, meetings with parents, and meetings with colleagues. Additionally, this time may be used for returning business phone calls, answering parent emails, co-planning for special needs children, planning for co-teaching, and staff development. While the above list is not intended to be exhaustive, it is provided to identify some of the uses that would be appropriate. While the Association recognizes that planning time cannot always be self-directed, Principals shall make reasonable efforts to avoid regularly scheduling meetings or other activities during a teacher's planning time.

- B. Teaching Preparations for Junior High Employees: When possible, Junior High employees shall not be required to teach more than three (3) different preparations. A preparation is defined as courses of the same subject area, curriculum level, and grade level, with the understanding that Reading/Language Arts constitutes one preparation and different levels of subject areas at one grade level constitute one preparation.
- C. Limit on Employee's Responsibility: An Employee shall not be required to assume the responsibility of another Employee's students simultaneously with his/her own students, nor shall an Employee assume responsibility of another Employee's students simultaneously with his/her own students without Administrative approval.
- D. Traveling Employees: Any traveling Employee shall be provided with preparation and lunch periods, as would any other Employee. Every attempt shall be made by the Administration to schedule traveling time so as not to infringe on these relief periods.
- E. Additional Load Compensation: Any MJHS content area teacher that averages more than four (4) periods and P.E. or Exploratory teacher that averages more than six (6) periods per day, and any MES and MIS employee that averages more than three-hundred twenty-five (325) student assigned minutes per five-day work week;

based upon his/her assigned schedule, as set forth in Section 6.1 of this agreement shall receive additional compensation. The additional load compensation formula is as follows:

Total Salary / 180 days / 7.25 hours / 60 minutes = Per Minute Salary
Per Minute Salary x Number of Minutes Teacher is Working Extra

Should the District elect to include Advisory for content area teachers, and lunch duty for P.E. and Exploratory teachers, as part of the MJHS teachers' assigned student contact time, they shall be assigned accordingly to all MJHS teachers and will not be considered one of the four (4) content area or six (6) P.E. or Exploratory periods.

An Advisory is defined as a team and/or individual teacher's planned time to assist students with any of the following, based upon teacher discretion and assessment of students' needs:

1. IEP requirement,
2. Test preparation, reinforcement, and reteaching,
3. SEL lessons,
4. homework help,
5. absentee make-ups,
6. test make-ups, and/or
7. other class related tasks.

Advisory is not an additional prep for teachers.

6.2 CALENDAR

The school year calendar shall consist of 185 days, which shall include 176 student attendance days, three (3) workshop/in-service days, one (1) Parent/Teacher Conference day, and five (5) emergency days. Unused emergency days shall not become workdays. Prior to final approval of the school year calendar, the Board will receive and consider input from the MTA.

ARTICLE 7 – WORKING CONDITIONS

7.1 SAFE WORKING CONDITIONS

- A. An employee shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger his/her health, safety, and well-being. However, employees are responsible to report concerns related to potentially unsafe or hazardous conditions to their building principal.
- B. All employees shall be required to follow safety procedures as listed in the Teacher Handbook.

7.2 RESTROOMS AND STAFF DINING FACILITIES

When possible, the employer shall make available in each school, a dining room and lavatory facilities primarily for staff use and at least one room which shall be reserved for use as an Employee's workroom.

7.3 VENDING MACHINES

Vending machines shall be installed and maintained in the Employee's dining areas.

7.4 ADMINISTERING MEDICATION

Whenever possible, employees will not be required to administer medication to students. Possible exceptions to this clause may include, but not be limited to, emergency situations and/or field trips.

7.5 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING

In the absence of a building supervisor (principal), or designee, employees shall not normally be made responsible for the administration or supervision of the building unless given release time to do the same.

7.6 STAFF MEETINGS

The Association and the Board recognize the need for having a limited number of staff meetings.

- A. Up to two (2) Wednesdays per month, the workday may be extended by thirty (30) minutes beyond contractual time to accommodate scheduled meetings. One meeting per month will be used for a faculty meeting and the second meeting will be used for faculty directed content/curriculum or team/department meetings. Should a scheduled meeting conclude early, the Administration may not require employees to remain for the full length of the extended day. With Administrative approval employees not involved in extended day meetings may leave at regular contractual time. An agenda will be provided prior to the faculty meeting.
- B. Early Dismissal days shall be the same as a normal workday including a duty free thirty (30) minute lunch.
- C. District-wide meetings shall be conducted during regular contractual hours except under unusual circumstances. The Association, upon written request, shall be placed on the agenda.
- D. Attendance at the meetings provided for in the preceding three (3) sub-paragraphs is part of each Employee's expected work duties.

7.7 MATERIAL AND SUPPLY REQUISITION POLICY AND REIMBURSEMENT PROCEDURES

- A. Each Employee shall have the opportunity to submit requisitions for instructional materials and supplies for the succeeding school term to the building principal for consideration in budget planning. Teachers shall be instructed by the Administration regarding requisition procedures.
- B. After the start of the school term, each Employee shall be given the opportunity to submit requisitions for materials and supplies to their building administration for their approval.
- C. Each Employee shall be given the opportunity to submit requests for approval and reimbursement for instructional materials and/or supplies when accompanied by the sales receipt. At no time will the District reimburse an Employee for sales tax associated with a purchase. The Administration will make every reasonable effort to provide the reimbursement funds in a timely manner.
- D. The above three (3) sub-sections are subject to District budget restrictions and administrative approval.

7.8 TELEPHONE FACILITIES

Telephone facilities shall be made available to Employees. Long distance and information calls shall be recorded and reimbursed by the employee. No teacher shall use telephones or any form of electronic communication to conduct personal business during the contract day with the exceptions of the duty free lunch and in the case of an emergency.

7.9 PARKING FACILITIES

Off-street paved parking facilities shall be provided for Employee's use during the normal working day and school related functions. The lighting shall be maintained.

7.10 PHYSICAL FACILITIES

When possible, the Board shall provide the following physical facilities for each Employee:

- 1. A separate desk.
- 2. A file cabinet.
- 3. A closet or locker space to store coats, overshoes, and personal articles.
- 4. Whiteboard space in each classroom.
- 5. A teacher's edition of all texts (hard copy or electronic version) in each of the courses he/she is to teach, as well as a copy of the student text.
- 6. Storage space in each classroom for instructional materials.

7.11 CLASS SIZE

The parties agree that limits on class size represent desired objectives and that the Board has the authority to establish class sizes throughout the District. Board efforts to maintain reasonable class size at the elementary level and student load at the junior high level will continue with the realization that financial limitations and the availability of instructional space will significantly impact these efforts.

An aide assigned to a classroom to provide support/assistance to students eligible to receive special education services shall not be used to fulfill the provisions of this article.

7.12 PROFESSIONAL ATTIRE

All employees shall wear professional attire that is clean, mended, and that is appropriate for teaching and the learning environment.

ARTICLE 8 – LEAVES

PAID LEAVES OF ABSENCE

8.1 SICK LEAVE

Each Employee shall be entitled to a total of fifteen (15) sick leave days with full pay per school year. Unused days may accumulate without limitation.

Upon separation from service due to retirement, any Employee may be compensated, upon a written request, at the rate of \$ 20.00 for each accumulated sick leave day, up to a maximum reimbursement of \$2,000.00. Sick leave days that are transferred for TRS credit may not count as reimbursable days.

The Association and Board have established a sick leave bank administered by the Association. The Sick Bank Agreement is attached hereto as Appendix A.

8.2 PERSONAL LEAVE

Each teacher shall be granted two (2) personal business leave days per school year at full salary to attend to those matters of a pressing nature, which may not be attended to other than during normal school hours.

Examples of reasons for such leaves shall be as follows: court appearance, personal emergency which arises in an Employee's family, and other such commitments which cannot be met before or after school hours.

- A. A leave day cannot be used on a school day immediately preceding or following a scheduled school holiday. Leave days cannot be used during the first five (5) student attendance days or during the last five (5) student attendance days of the school year except in extreme cases.

The Employee shall give his/her immediate supervisor at least five (5) days notice or as much notice as possible by stating the reason for the leave, and the time for such leave by following the standard procedures requesting use of personal leave. If the notice has not been given within the time frame previously discussed, request may be denied.

- B. The Superintendent may, at his/her discretion, grant an exception to the restrictions listed in this section (8.2) on a case-by-case basis after discussing the specific circumstances with the Employee involved. Any exceptions granted by the Superintendent shall be done on a non-precedential basis and such decisions shall not be grievable.
- C. When an emergency does not allow advance notice to be given, the Employee shall follow the standard procedures for requesting use of personal leave immediately upon his/her return from said leave. If a personal business/emergency arises after the school day and no notice was given to the immediate supervisor, the Employee must follow the standard reporting procedure.
- D. Any unused personal days will be converted to sick days annually.

8.3 SCHOOL CLOSING - LEAVE DAYS

When the Superintendent officially closes the schools and school offices, no leave days previously arranged by an Employee will be deducted for such emergency days.

8.4 PROFESSIONAL DEVELOPMENT

Subject to the approval of the administration, each employee shall be entitled to apply for professional leave to attend professional conferences, meetings or workshops. The Superintendent or his/her designee may approve such requests by granting leave with pay and/or reimbursement for cost of attendance, on an individual basis. The granting of professional leave and/or reimbursement shall be on a non-precedential and non-grievable basis.

8.5 CONDOLENCE LEAVE

Two (2) days of condolence leave shall be granted to each Employee and shall not be limited to the immediate family. This leave shall not be cumulative. The Superintendent has the right to limit the number of individuals gone on any one day.

8.6 JURY SERVICE AND OTHER RELATED APPEARANCES

There shall be no loss of salary because of jury duty except that the Employee will reimburse the district for what he/she receives from Jury Duty less the cost of transportation.

8.7 MILITARY LEAVE

Leaves of absence for military service shall be processed in accordance with applicable State and federal laws. Employees called to military service are encouraged to review their leave and re-employment rights and obligations with their Armed Services representatives, or by visiting the U.S. Department of Labor website (www.dol.gov/vets).

NON-PAID LEAVES OF ABSENCE

8.8 PROCEDURES AND DURATION

An Employee who is requesting a leave without pay shall include the reason for leave along with the beginning and ending dates of said leave. An Employee returning from a leave of absence without pay shall be reinstated to a position that he/she is qualified to hold. An Employee would maintain but not add to his/her seniority status during the leave. An Employee returning to employment after a leave without pay will be credited with the same sick leave as was accumulated at the commencement of the leave.

Employees may elect to continue membership in the District's hospital and medical insurance, life insurance, and dental plans at his/her own expense through COBRA.

- A. Association Office: In the event the Association desires to send a representative(s) to conferences, conventions or other meetings, the representative(s) may be excused without loss of salary, provided that the frequency of excused leave shall not impair the quality of classroom instruction. The Association president shall submit a written request for such leave to the Superintendent for his/her approval. The granting and/or denial of such request shall not establish a practice or precedent. Association leave will not exceed eight (8) days per school year.
- B. Child Rearing Leave: Upon the request of any Employee, the Board shall provide a child-rearing leave not to exceed the remainder of the school year during which the child is born or adopted. The Board shall entertain a request for an additional year. The Employee on such leave shall not advance on the salary schedule, nor shall there be any accrual of benefits, unless the Employee had worked at least 100 consecutive or non-consecutive days of the school term. Such leave shall be without pay, but the Employee may elect to continue membership in the District's hospital and medical insurance, life insurance, and dental plans at his/her own expense.
- C. Extraordinary Leaves of Absence: Employees may request extraordinary leaves and, if the Board approves, the term of such leave will be arranged on an individual basis. The granting of such extraordinary leaves shall be

on a non-precedential and non-grievable basis.

- D. Sabbatical Leave: An Employee may be granted a sabbatical leave for the purpose of advanced study, travel or other approved reasons, pursuant to the provisions of law.

CONDITIONS AND BENEFITS RETAINED UPON REINSTATEMENT FOLLOWING A NON-PAID LEAVE OF ABSENCE

8.9 ACCUMULATED BENEFITS

All accumulated benefits and rights of employment previously gained before the leave shall be retained upon returning to full employment, regardless of tenure.

8.10 INTENT TO RETURN

No later than May 1, an employee on a leave of absence without pay shall advise the Superintendent or his/her designee, in writing, of his/her intention to return or not to return to work for the next school year. When applicable, a letter of resignation should accompany the notification. A failure to make such advisement shall constitute a resignation from employment.

FAMILY MEDICAL LEAVE ACT (FMLA)

8.11 GRANTING A LEAVE UNDER THE FAMILY CARE AND MEDICAL LEAVE ACT

A. Definitions

As used in this section:

1. "Eligible teacher" means a teacher who has been employed in a full-time capacity with the District for at least one (1) academic term and has at least 1,250 hours of service with the District during the previous academic term. For the purposes of determining hours of service for eligibility purposes, the number of days of service reported to the Illinois Teachers' Retirement System shall be multiplied by 7 hours per day.
2. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term "equivalent position" shall mean any position for which an eligible teacher is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by an eligible teacher prior to being granted a leave under this section.

Other terms shall be defined as stated in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

Eligible teachers who have exhausted their accumulated sick leave and personal leave shall be granted a total of twelve (12) work weeks of unpaid leave during any academic year for one or more of the following reasons:

1. the birth of a child;
2. the adoption of a child or the placement of a foster child;
3. to care for a spouse, son, daughter, or parent who has serious health conditions; and
4. a serious health condition that makes the employee unable to perform his/her job;
5. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty; and
6. to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (military caregiver leave, up to 26 weeks per year).

C. Notification

In any case in which the necessity for leave under subparagraphs B. 1. or B.2. is based upon an expected birth or placement, the eligible teacher shall provide the Superintendent at least 60 days notice before the date the leave is to begin, of the teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances or when such notice is not practicable, said teacher shall provide as early a notice as possible.

In any case in which the necessity for leave under subparagraph B. 3. or B.4. is based upon illness or a serious health condition, the eligible teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the district, subject to the approval of the health care provider. The eligible teacher shall provide the Superintendent with not less than 60 days notice before the date the leave is to begin, of the teacher's intention to take the leave. Where due to unforeseen circumstances, or when such notice is not practicable, the teacher shall provide as early a notice as possible.

D. End of Academic Term

If an eligible teacher begins leave:

1. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and return to employment would occur within three (3) weeks of the end of the academic term;
2. Less than five (5) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term;
3. Less than three (3) weeks prior to the end of the academic term the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days;

E. Repealer

In the event the Family and Medical Leave Act is repealed, then this section of this article shall, as of the date of the repeal, no longer be in force and effect.

8.12 USE OF SICK LEAVE FOLLOWING CHILDBIRTH

A teacher not requesting child rearing leave (Section 8.8.B) may utilize accumulated sick leave following childbirth or the adoption or placement of a child under the following conditions:

1. The teacher shall provide the Superintendent at least 60 days' notice before the date the leave is to begin, of the teacher's intention to take leave. Where due to unforeseen circumstances or when such notice is not practicable, said teacher shall provide as early a notice as possible.
2. Such accumulated sick leave shall be allowed during a time period not to exceed forty-five (45) school days unless an FMLA eligible condition occurs, in which case the teacher shall be allowed to use any available accumulated sick leave. If a teacher shall have exhausted all accumulated sick leave the teacher shall use any available FMLA leave time or if necessary, be granted an unpaid leave of absence for the duration of the medically-approved absence.

3. The forty-five (45) sick day period referenced in Section 8.12 (2) shall be interpreted as to not allow the days to be split over two (2) school years. For example, in the case of a teacher who has a baby in mid-May, the District would need a medical reason for the paid sick leave to continue into August.
4. The forty-five (45) day time period, not including Saturdays and Sundays and all other non-contractual days, shall be consecutive and start the day of the birth of the baby or adoption or placement of the child.
5. Failure of the teacher to return after a treating physician determines teaching duties are medically able to be performed shall be considered as having waived all rights to continued employment in the District.

8.13 ALL LEAVES

Any teacher whose leave request is denied for any reason shall have the right to redress, to speak on his/her behalf before the Board or committee designated for this purpose by the Board.

ARTICLE 9 – PERSONNEL FILE

9.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

Only one official personnel file shall be maintained. No material shall be placed in the file unless the Employee has received a copy of the material.

9.2 RIGHT TO RESPOND TO MATERIALS IN FILE

The Employee shall have the right to respond to any material which is entered into his/her file and his/her response shall be attached to the file.

9.3 RIGHT TO EXAMINE FILE

With an administrator present, an Employee shall have the right to examine his/her official personnel file. Every effort will be made to have this viewing occur within two (2) working days of the request. The Employee shall also have the right to have a representative of the Association present during such a review.

9.4 RIGHT TO REPRODUCE MATERIALS IN FILE

The Employee may reproduce one copy at no cost, any materials in his/her file that each employee has legal right to see within five (5) working days of such request. Additional copies will also be supplied within five (5) working days of such request at a cost of 10 cents/page.

9.5 RIGHT TO GRIEVE MATERIALS IN FILE

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings, such portion of materials will be removed from the Employee's file.

9.6 RIGHT TO REMOVE MATERIALS FROM FILE

With an administrator present, while exercising his/her right to examine personnel file (Article 9.3), an employee shall have the right to request the removal of items that are at least 48 months old. Performance Evaluations are exempt from removal procedures.

ARTICLE 10 – SENIORITY

10.1 SENIORITY

A. Definition of Seniority

District seniority is defined as the length of active service within District 159 as a tenured teacher. For purposes of seniority, the employment date shall be that date the teacher was officially employed by the Board of Education – when the Board acted on the hiring. Seniority rights shall not be afforded to non-tenured teachers or short-term teachers. Should a conflict arise concerning two or more teachers with identical seniority and qualification to do the available work, ties shall be broken in the following order:

1. Continuous service in the District plus previous public school teaching experience in Illinois.
2. Continuous service in the District plus previous public school teaching experience outside the State of Illinois.
3. Highest degree attained and recognized for credit for compensation purposes.
4. Greatest number of college credits (hours) attained and recognized for credit for compensation purpose.
5. Drawing by lot.

Credit shall be given for full years of service, but not partial years unless recognized for compensation purposes, including the current school year. Part-time teachers shall receive a full year of credit experience for each year of continuous service, after being assigned from part-time to full-time teaching status.

B. No service credit shall be awarded for:

1. Substitute service of any type.
2. Year(s) on Board-approved unpaid leaves.
3. Out-of-district service-unless in the event of a tie.
4. In-district service but not as a teacher (teacher paraprofessional, for example).
5. Prior teaching experience in the District where there has been a clear break in service due to a resignation.

Under no circumstances shall any teacher be placed higher on the District seniority list than that for which his/her continuous, active years of service in the District qualifies him/her. Seniority shall be lost when a teacher retires, resigns, leaves the employment of the District due to non-renewal of employee contract, reduction in force, termination of contract, or failure to return to a position in the District in accordance with the provisions of a leave of absence.

C. Seniority List

A copy of the seniority list shall be furnished to the Association.

ARTICLE 11 – VACANCIES AND TRANSFERS

11.1 DEFINITION OF VACANCIES

A vacancy shall be defined as a full-time position within the bargaining unit presently unfilled including newly created positions. An open position shall not be labeled an “unfilled” position when teachers are scheduled to return to teaching positions from Board approved leaves of absences and/or reduction in force. Under such circumstances, posting will not occur for open positions until returning teachers have been assigned.

11.2 NOTIFICATION OF VACANCIES

The superintendent shall have posted in all buildings a notice of all full-time vacancies as they occur. Notices shall be posted for five (5) working days. Such notice shall contain a statement of the minimum specifications for the job. During the summer vacation, vacancy notices shall be emailed to employees requesting the same in writing and who provide an e-mail address for such purposes. In addition, the Association president or designees, shall be furnished with an updated listing of vacancies as previously mentioned.

11.3 TRANSFERS

Assignment and transfer of employees is solely the prerogative of the Administration. At no time will the Administration make such transfers or assignments without conferring with the teacher or employees involved.

Voluntary Transfers: Employees may request transfers, and will be given due consideration by the Administration. If a request is refused, a written reply containing the reason why the transfer was denied will be given to the teacher.

Tenured employees will not be required to participate in a formal interview if he/she requests to be transferred into a vacant position. Informal interview procedures shall be consistently applied throughout the district.

Involuntary Transfers:

1. When it is necessary to involuntarily transfer or reassign employees within the District, all volunteers shall first be considered.
2. When volunteers are not obtainable, transfers shall be made on the basis of the best qualifications for the position as determined by the Administration.
3. If it becomes necessary to involuntarily reassign an employee, every attempt will be made to notify the impacted employee prior to the end of the current school year. For whatever reason, if an employee receives notification of involuntary reassignment on or after August 1st of the upcoming school year, he/she will receive \$500.00 to compensate for time lost in order to move and prepare for a new curriculum and/or grade level. This payment shall be made in the first paycheck following the reassignment.

ARTICLE 12 – COMPENSATION AND RELATED PROVISIONS

12.1 LIFE INSURANCE

The Board will pay the cost of a \$20,000 term life insurance policy for each employee covered under this agreement.

12.2 HEALTH/DENTAL INSURANCE

A. Health

Changes to the terms of the group health insurance coverage shall require fulfillment of the collective bargaining obligations of the Board and the MTA.

An Insurance Committee shall be established and will be comprised of four (4) teachers appointed by the Association president and four (4) administrators or Board members designated by the Superintendent. This committee will be convened at the request of either the Association or the administration in order to review current policy coverage and possible changes for cost containment purposes. The Insurance Committee shall consider all options which are in the best interest of the Plan, taking into account, without limitations, benefits design and options, cost savings, cost containment options, managed care, preventive and wellness programs. The Insurance Committee shall receive a copy of the annual performance report from the insurance carrier. Changes recommended by the Committee will be submitted to the Board and to the MTA for review and appropriate action.

Definitions:

CPI: The CPI index identified in the Illinois Property Tax Extension Limitation Law, 35 ILCS 200/18-185 with a lower limit of 1.5% and an upper limit of 4.0%.

- If the CPI is less than 1.5%, then 1.5% will be applied to the Initial Board Contribution Increase
- If the CPI is greater than 4.0%, then 4.0% will be applied to the Initial Board Contribution Increase

The CPI used in the calculations will be from January of the prior school year; The annual CPI is released every year in January. Thus, CPI for 2019-20 will be the CPI identified in January 2019.

Starting Board Contribution: The Starting Board Contribution will be the amount that the Board is contributing toward the premium during the previous year (e.g., For the 2019-20 insurance calculations, the Starting Board Contribution will be the amount being contributed by the Board during the 2018-19 school year.)

Starting Employee Contribution: The Starting Employee Contribution will be the amount that each employee is contributing toward the premium of each plan from the previous year (e.g., For the 2019-20 insurance calculations, the Starting Employee Contribution will be the amount being contributed by the Employee during the 2018-19 school year.)

Board Contribution Cap: The Board will contribute 100% of employee only coverage up to a maximum amount of \$1,250. If employee only coverage exceeds \$1,250, the excess premium cost will be split according to the Total Premium Increase formulas outlined below.

Employee Contribution Cap: The initial employee contribution increase may be up to the total premium multiplied by 4.0%.

Total Premium: The Total Premium is the amount that each plan option costs according to the insurance provider. The Total Premium may increase, stay the same, or decrease every year. The Total Premium used in

the calculations will be the Total Premium from the previous year (e.g., For 2019-20, the Total Premium will be the total premium for each plan in 2018-19.)

Initial Board Contribution Increase: The Initial Board Contribution increase may be the Total Premium multiplied by the CPI (subject to the minimum and maximum percentages defined above). The Initial Board Contribution Increase will be calculated and applied first. If the Total Premium increase is greater than the Initial Board Contribution Increase, then the Initial Employee Contribution will be calculated next.

Initial Employee Contribution Increase: The Initial Employee Contribution Increase may be up to the Total Premium multiplied by 4.0%. If the total premium increase is greater than the initial Board contribution increase plus the initial employee contribution increase, a 50/50 split will be applied to the remaining increase amount.

*For fiscal year 2018-19 there are 3 PPO plans and 2 HMO plans. Each of these plans has 4 options: Single only, EE + spouse, EE + children, and family coverage. There are a total of 20 plan options in 2018-19.

Total Premium Decrease: Beginning with the 2020-2021 school year, in the event that the total premium for a plan option decreases, the reduction shall be allocated as follows: The Board's contribution shall be reduced by 25% of the Total Premium Decrease and the employee's contribution shall be reduced by 75% of the Total Premium Decrease.

Total Premium Stays the Same: If the total premium stays the same from one year to the next, the Board and the employee contributions shall remain the same.

Total Premium Increases: In the event that the total premium for a plan option increases, the increase shall be allocated as follows:

Multiple Scenarios for total premium increases

- If the Total Premium Increase Percentage is less than CPI, the Board contribution increases by the total premium increase and the employee contribution remains the same as the previous year. *See PPO 1,000 Family in the table below for an example*
- If the Total Premium Increase Percentage is greater than CPI, the Board contribution amount increases by the maximum amount in column H in the table below and the employee contribution amount may increase up to the initial employee contribution cap (column J). *See PPO 1,000 Employee and Children in the table below for an example*
- If the Total Premium Increase is greater than the initial Board contribution increase plus the initial employee contribution increase, the remaining increase amount (column L) is split 50/50 (column M). Fifty percent (50%) of the remaining balance is added to the new Board contribution amount which becomes the new Starting Board Contribution for the purpose of calculations for the following year (column P) and fifty percent (50%) of the remaining balance is added to the new employee contribution amount (column Q).

Insurance Calculations Examples

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Mokena School District 159 Health Insurance Renewal Rates: 2019-2020 Two formulas in use																
Plan Description Certified Staff	2018-19 Starting Employee Contribution	2018-19 Starting Board Contribution	2018-19 Total Premium	2019-20 Renewal Premium	Total Premium Change Renewal Change \$ (E - D)	Total Premium Percent Change (F / D)	Initial Board Contribution Increase by CPI Or Change % Or Up To \$1,250 for EE Only (2019 = 1.9%) (D * 1.9%) or (D * H4)	Renewal Change Less Initial Board Contribution Increase (F - H)	Initial Employee Contribution CAP (4% * D)	Initial Employee Contribution Increase	Remaining Balance (I - J)	Remaining Balance (Split 50/50) (J/2)	Total Premium Decrease (75% to Employee) (F * N4)	Total Premium Decrease (25% to Board) (F * O4)	EmployEE New Contribution (B + K + M)	Board ER New Contribution (C + H + M)
	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Q	P
PPO - \$500 deductible							1.90%		4.00%				75.00%	25.00%		
Employee Only (Fully Paid if <\$1,250)	\$0.00	\$786.62	\$786.62	\$843.86	\$57.24	7.28%	\$57.24	\$0.00	\$31.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$843.86
Employee + Children	\$381.53	\$1,072.48	\$1,454.01	\$1,508.85	\$54.84	3.77%	\$27.63	\$27.21	\$58.16	\$27.21	\$0.00	\$0.00	\$0.00	\$0.00	\$408.74	\$1,100.11
Employee + Spouse	\$715.83	\$1,102.00	\$1,817.83	\$1,888.55	\$70.72	3.89%	\$34.54	\$36.18	\$72.71	\$36.18	\$0.00	\$0.00	\$0.00	\$0.00	\$752.01	\$1,136.54
Family	\$1,337.99	\$1,147.23	\$2,485.22	\$2,553.53	\$68.31	2.75%	\$47.22	\$21.09	\$99.41	\$21.09	\$0.00	\$0.00	\$0.00	\$0.00	\$1,359.08	\$1,194.45
\$1,000 PPO							1.90%		4.00%				75.00%	25.00%		
Employee Only (Fully Paid if <\$1,250)	\$0.00	\$765.13	\$765.13	\$813.30	\$48.17	6.30%	\$48.17	\$0.00	\$30.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$813.30
Employee + Children	\$364.13	\$1,050.15	\$1,414.28	\$1,454.21	\$39.93	2.82%	\$26.87	\$13.06	\$56.57	\$13.06	\$0.00	\$0.00	\$0.00	\$0.00	\$377.19	\$1,077.02
Employee + Spouse	\$679.02	\$1,089.15	\$1,768.17	\$1,820.14	\$51.97	2.94%	\$33.60	\$18.37	\$70.73	\$18.37	\$0.00	\$0.00	\$0.00	\$0.00	\$697.39	\$1,122.75
Family	\$1,306.89	\$1,110.43	\$2,417.32	\$2,461.05	\$43.73	1.81%	\$43.73	\$0.00	\$96.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,306.89	\$1,154.16
\$2,000 PPO							1.90%		4.00%				75.00%	25.00%		
Employee Only (Fully Paid if <\$1,250)	\$0.00	\$784.78	\$784.78	\$784.78	\$0.00	0.00%	\$0.00	\$0.00	\$31.39	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$784.78
Employee + Children	\$322.34	\$1,030.34	\$1,352.68	\$1,403.21	\$50.53	3.74%	\$25.70	\$24.83	\$54.11	\$24.83	\$0.00	\$0.00	\$0.00	\$0.00	\$347.17	\$1,056.04
Employee + Spouse	\$625.33	\$1,065.82	\$1,691.15	\$1,756.30	\$65.15	3.85%	\$32.13	\$33.02	\$67.65	\$33.02	\$0.00	\$0.00	\$0.00	\$0.00	\$658.35	\$1,097.95
Family	\$1,237.35	\$1,074.68	\$2,312.03	\$2,374.72	\$62.69	2.71%	\$43.93	\$18.76	\$92.48	\$18.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,256.11	\$1,118.61

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Health Insurance Renewal Rates: 2019-20							Current Year is 2018-19 with correct recalculated rates							
Plan Description Certified	2018-19 Current EE Contribution Teacher	2018-19 Current ER Contribution Board	2018-19 Current Premium	2019-20 Renewal Premium	Renewal Increase \$ E - D	Increase % F/D	Board Contribution Initial Increase by CPI for 2019 rate is 1.9% C * 1.9%	Renewal Increase less Initial Contribution Increase F - H	Teacher contribution up to 5% of current premium	Is J greater than I? If yes, then K becomes total of teacher increase and L and M are both 0. If no, then there is a negative number	Remaining Balance - opposite of a negative K I - J	Remaining Balance split 50/50 J/2	If I is negative, then Board ER New Contribution C + H	When necessary, Teacher EE New Contribution B + J
HMO Plan														
Employee Only	\$0.00	\$666.63	\$666.63	\$683.26	\$16.63	2.50%	\$0.00		\$0.00				\$683.26	\$0.00
Employee + Children	\$164.22	\$1,067.99	\$1,232.21	\$1,221.69	-\$10.52	-0.90%	\$20.29	-\$30.81	\$61.61	\$92.42	\$0.00	\$0.00	\$1,088.28	\$133.41
Employee + Spouse	\$412.66	\$1,127.86	\$1,540.52	\$1,529.11	-\$11.41	-0.70%	\$21.43	-\$32.84	\$77.03	\$109.87	-\$109.87	-\$54.93	\$1,149.29	\$379.82
Family	\$923.53	\$1,182.58	\$2,106.11	\$2,067.54	-\$38.57	-1.80%	\$22.47	-\$61.04	\$105.31	\$166.34	-\$166.34	-\$83.17	\$1,205.05	\$862.49
HMO Value Choice														
Employee Only	\$0.00	\$645.83	\$645.83	\$663.86	\$18.03	2.80%	\$0.00		\$0.00				\$663.86	\$0.00
Employee + Children	\$132.58	\$1,061.19	\$1,193.77	\$1,186.99	-\$6.78	-0.60%	\$20.16	-\$26.94	\$59.69	\$86.63	\$0.00	\$0.00	\$1,081.35	\$105.64
Employee + Spouse	\$387.20	\$1,105.27	\$1,492.47	\$1,485.68	-\$6.79	-0.50%	\$21.00	-\$27.79	\$74.62	\$102.41	-\$102.41	-\$51.21	\$1,126.27	\$359.41
Family	\$888.98	\$1,151.43	\$2,040.41	\$2,008.82	-\$31.59	-1.50%	\$21.88	-\$53.47	\$102.02	\$155.49	-\$155.49	-\$77.74	\$1,173.31	\$835.51

*ER = Employer; EE = Employee

B. Dental

The Board shall pay up to \$500 per year toward cost of premium for individual coverage. Any amount less than \$500 per year need for individual coverage may be applied towards family coverage.

12.3 TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months. These twelve (12) consecutive months shall coincide with the twenty-six (26) bi-weekly pay periods as part of the compensation package for each school year.

12.4 NEW EMPLOYEE COVERAGE

Employees new to the district will be covered by health insurance as of their first work day of school, provided all insurance forms have been completed by the affected employees at least five (5) days prior to the first work day. With our current insurance, dental insurance does not take effect until the first day of the month following the person's start date.

12.5 PAYROLL PROCEDURES

- A. Each Employee shall be paid on the basis of twenty-six (26) equal installments, bi-weekly.
- B. All employees will be paid by direct deposit.
- C. Upon written request of the teacher, any balance of monies due to a teacher not returning to the district will be paid on the pay date following the last attendance day of the school year.
- D. A teacher may request the balance of any salary earned by requesting the same in writing no later than May 1 of the current school year. The teacher may receive the balance of any salary earned and due, minus any normal deductions, no later than the first pay date following the last student attendance day.
- E. Authorization for payroll deductions other than those required legally and by this Agreement shall be authorized by written consent of the professional employee on a form supplied by the district. Provided a minimum of five employees enroll, such authorizations include the following:
 - 1. Professional Dues
 - 2. Annuities
 - 3. Credit Union
- F. In the event a teacher resigns from the District after July 15 to obtain another position in the teaching profession, the teacher shall pay to the District a penalty of \$750.00.
- G. All extra-curricular and committee pay will be individually coded on employees' paystubs.

12.6 SALARY

- A. Current employees (employed as of date of ratification) will receive a percentage salary increase calculated as follows:
 - 2019-2020: 3.75% over 2018-2019 salary
 - 2020-2021: 3.75% over 2019-2020 salary
 - 2021-2022: 3.75% over 2020-2021 salary
 - 2022-2023: 3.25% over 2021-2022 salary
 - 2023-2024: 3.00% over 2022-2023 salary

New hires may receive up to the following starting salaries. Exceptions can be made if after reasonable efforts the Board cannot secure a qualified employee without exceeding these salaries.

New teachers will not be offered a salary amount that is greater than the highest paid current teacher who:

1. Has the same years of experience the district is offering the new teacher, AND
2. Has the same education level, AND
3. Acquired the education level in the same year.

Examples:

Teacher A being considered for hire has ten (10) years of experience, a master's degree, and received the master's degree in 2016. Teacher B is a current teacher who has ten (10) years of experience, a master's degree, and received the master's degree in 2015. Teacher A would be placed at a salary less than Teacher B and will be subject to the maximum hiring salary rates set forth below.

Teacher C being considered for hire has ten (10) years of experience, a master's degree, and received the master's degree in 2015. Teacher D is a current teacher who has ten (10) years of experience, a master's degree, and received the master's degree in 2016. Teacher C would be placed at a higher salary than Teacher D and will be subject to the maximum hiring salary rates set forth below. The District will look to the next teacher who received his/her master's degree before 2015 to set the maximum hiring salary for Teacher C, subject to the maximum hiring salary rates set forth below.

During the 2019-2020 school year, the salary offered to new teachers will not exceed the salary cap from 2018-2019. During the 2020-2021 school year, the salary offered to new teachers will not exceed the amounts listed in the table below. The salary offered to new teachers for the 2021-2022, 2022-2023, and 2023-2024 school years will not exceed the calculated and compounded amount of the salaries provided in this table times the lesser of the applicable salary increase in Section 12.6.A or the percentage increase to the annual Consumer Price Index used to calculate the property tax cap.

Degree/Yrs	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
BA/BS & 5 yrs	2018-2019 Cap Amount	\$45,307	TBD based on the lesser of the CPI or salary increase from 12.6.A	TBD based on the lesser of the CPI or salary increase from 12.6.A	TBD based on the lesser of the CPI or salary increase from 12.6.A
BA/BS +12 & 5 yrs		\$46,666			
BA/BS +24 & 5 yrs		\$48,066			
MA/MS & 7 yrs		\$53,035			
MA/MS +15 & 7 yrs		\$54,891			
MA/MS +30 & 7yrs		\$56,812			

Consistent with the terms of 12.7 teachers may earn an additional one-time salary increase for meeting the following benchmarks:

12 graduate hours beyond Bachelor's degree	=	3.0% increase
12 additional graduate hours beyond Bachelor's Degree (24 hours total, no Masters)	=	3.0% increase
Master's Degree	=	3.5% increase
15 graduate hours following receipt of Master's degree	=	3.5% increase
15 additional graduate hours following receipt of Master's Degree (30 hours total)	=	3.5% increase

For the 2019-2020 work year, the negotiated collective bargaining agreement for all MTA bargaining unit members shall be retroactive to each employee's first paycheck of the 2019-2020 work year. Retroactive pay shall be paid in one lump sum on or before the last paycheck in December 2019.

B. Schedule B

Schedule B stipends are for the duration of this Agreement and shall be posted annually.

No additional compensation will be received from other sources for these programs.

When one person serves as the coach for two teams of the same sport during the same season, a stipend of 1.5 times the amount for one coach will be paid.

General Music and Instrumental Music teachers will be assigned a stipend activity within the Schedule B activities per their appropriate schedule as their expertise is required for these activities. The stipend activities that will be assigned include Symphonic Band, Concert Band, Cadet Band, Beginning Band, and Mokena Junior High School Choir. Activities paid through the tiered Schedule B activity list will not be a required responsibility of the General Music or Instructional Music teachers. If an additional stipend activity is added to the current Schedule B list of activities, the General Music and/or Instrumental Music teacher(s) will be required to assume the position. No General Music or Instrumental teachers will be required to assume the responsibility of more than two (2) Schedule B activities.

Payment of Schedule B stipends categorized as Club Activities, Sport Activity, and Music, as well as MJHS before school supervision and sponsor(s)-MJHS will be distributed two (2) times per school year based on the season of the activity. Payments will be made on the second payroll in December and the second payroll in May. Full year activities will be split equally between the two payrolls.

Schedule B stipends for PASS, Homework Club, Detention Duty, Homebound Instruction, Gatekeeper, Scorers, and Timekeeper/Scorer will be paid as soon as possible after the date the work was performed. Due to end of year adjustments on TRS, all Schedule B payments must be paid up by the second payroll in May.

The employee selected to serve as the Assistant Athletic Director will receive the stipend provided in Schedule B.

Each coach/sponsor will be responsible for providing documentation for prior years of experience at other public schools in order to move across the Schedule B scale. This is to be done within the first two weeks of the start of school.

If a Schedule B position cannot be filled by a qualified teacher, the Board may fill the position with a non-bargaining unit member and may pay that person up to the stipend set forth in Schedule B. Teachers are not permitted to volunteer for Schedule B positions.

12.7 TUITION REIMBURSEMENT AND SALARY ADVANCEMENT

1. Up to six (6) credit hours of coursework may be submitted by a teacher each academic year for salary advancement and tuition reimbursement up to the Illinois State University (Normal, IL) credit hour rate (additional hours will be recognized if part of a graduate degree program). Coursework submitted for tuition reimbursement and salary advancement must be within the teacher's current professional assignment, general area of instruction, or otherwise be of value to the District as determined by the Superintendent or designee.
2. Requests for all courses to be approved for tuition reimbursement and salary advancement shall be made by the teacher to the Superintendent at least ten (10) business days in advance of the start of the course. Application will be made using the appropriate form provided by the District. Courses not approved in advance by the Superintendent shall not be considered for approval at a later date.
3. Approval for courses submitted for tuition reimbursement and salary advancement shall be solely within the

discretion of the Administration. Denials of course approval requests shall be accompanied by a written rationale from the administrator issuing the decision, but shall not be subject to the grievance procedure.

4. Written notification that the teacher has earned sufficient credits to receive an additional salary stipend per Article 12.6 must be filed by the teacher with the Superintendent's office no later than September 15th. An official transcript must be on file in the Superintendent's office no later than September 25th.
5. An aggregate sum of \$25,000 will be made available each year for tuition reimbursement. This sum will be divided evenly between all approved coursework, by credit hour, for that school year. In order to allow for Fall, Winter, and Spring/Summer courses, employees will be required to provide the district with any and all transcripts/grade records no later than the first payroll in October of the following school year. The per credit hour reimbursement rate will be the Illinois State University (Normal, IL) per credit hour rate. The Illinois State University per credit rate for 2019-2020 is \$403.59. This rate will be updated annually.

A one-time payment shall be made by the district based on the above requirements by the first payroll in October. Should an employee be approved and satisfactorily complete coursework yet resign or be terminated prior to the beginning of the next school year, he/she will not be eligible for tuition reimbursement. Any portion of the \$25,000 that is not used for tuition reimbursement shall not carry over to the next year. The MTA will receive a report at the end of each semester listing each employee and his/her approved courses to date. A final comprehensive report will be made available prior to September 30th of each contract year containing all approved courses/credit hours, employee names, and the planned distribution of funds.

Example 1: Teacher 1 submits 18 hours for tuition reimbursement and salary advancement; and
Teacher 2 submits 15 hours for tuition reimbursement and salary advancement; and
Teacher 3 submits 3 hours for tuition reimbursement and salary advancement.

Hours approved for Salary Advancement:

Teacher 1 = 18 hours

Teacher 2 = 15 hours

Teacher 3 = 3 hours

Total hours for Salary Advancement = 36

Hours approved specifically for tuition reimbursement:

Teacher 1 = 6 hours

Teacher 2 = 6 hours

Teacher 3 = 3 hours

Total hours for Tuition Reimbursement = 15 hours

The Math: $\$25,000/15 = \$1,666.67$

$\$1,667.67 > \403.59 ; therefore, each credit hour is reimbursed at \$403.59

Example 2: 5 Teachers submit 18 hours for tuition reimbursement and salary advancement; and
5 Teachers submit 15 hours for tuition reimbursement and salary advancement; and
5 Teachers submit 3 hours for tuition reimbursement and salary advancement.

Hours approved for Salary Advancement

Teachers = $5(18) = 90$ hours

Teachers = $5(15) = 75$ hours

Teachers = $5(3) = 15$ hours

Total Hours for Salary Advancement = 180 hours

Hours approved specifically for tuition reimbursement up to the maximum of 6 per staff member
5 Teachers $5(6) = 30$ hours
5 Teachers $5(6) = 30$ hours
5 Teachers $= 5(3) = 15$ hours
Total Hours for Tuition Reimbursement = 75 hours

The Math: $\$25,000/75 = \333.33
 $\$333.33 < \403.59 ; therefore, each credit hour is reimbursed at $\$333.33$
 $\$333.33 * 75 = \$24,999.75$

If an employee takes a class where the total cost is less than or equal to the Illinois State University (Normal, IL) per credit hour rate, then the employee will be reimbursed the lesser of the exact expense of each credit hour or the district calculated per credit hour rate (see example 2 above).

Guidelines For Coursework Proposed For Tuition Reimbursement and Salary Advancement

1. Rationale: Coursework submitted for academic attainment must be within the teacher's current professional assignment, general area of instruction, or otherwise be of value to the District. Teachers not pursuing a graduate degree must identify a sequence of courses and a timeline for completion.

All applications must include a written rationale that explains how the courses or degree program is within the teacher's current professional assignment, general area of instruction, or otherwise of value to the District.

2. Requirements: Submissions for academic attainment must be within the teacher's current professional assignment, general area of instruction, or otherwise be of value to the District and can be made in two ways:
 - a. A graduate degree program; OR
 - b. A non-degree licensure/endorsement program or a focused grouping of classes.
3. Standards: Courses submitted for tuition reimbursement or salary advancement must meet the following minimum standards:
 - A. College and University course credit must generally be for graduate level work, but credit for undergraduate work may be granted based on the rationale provided by the teacher.
 - B. College and University Coursework. The coursework may be completed on campus or by distance learning. The credits hereunder must be earned at institutions which are accredited by at least one of the bodies noted below:
 1. National Council of Accreditation of Teacher Education
 2. North Central Association of Schools and Colleges
 3. Middle States, Association of Colleges and Schools
 4. New England Association of Colleges and Schools
 5. Northwest Association of School and Colleges
 6. Southern Association of Colleges and Schools
 7. Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges

*Note: A course that meets the above requirements is not required to be approved and remains subject to pre-approval by the Administration.

- C. The teacher must earn a minimum grade of "B" if the course is to be reimbursed or applied to salary advancement. A pass/fail grade can only be credited toward a teacher's salary advancement if part of an approved degree program.

- D. Courses must meet the Carnegie unit requirement of 15/16 hours of instruction for each academic credit hour earned.
- E. Online courses must:
- meet the standards of academic attainment that are applied to traditional course offerings,
 - be recognized on the approved college/university's official transcript,
 - have a significant interactive component through e-mail, audio/video conferencing, and/or face-to-face interaction with the instructor and class members.
- F. Non-interactive audio or video courses will not be accepted.

Graduate or undergraduate courses focused on supportive topics (i.e. stress management, classroom management, coaching, learning styles, behavioral issues, etc.) generally will not be approved.

12.8 EMERGENCY TEACHING PERIOD (ETP)

If there is a lack of a substitute teacher, a regular teacher who accepts a class other than his/her own, requiring forfeiture of his/her planning period, shall be compensated at the rate of \$36.00 per hour (which will be prorated based on the total time with no less than twenty-minute time periods or \$12.00 for twenty minutes being paid).

The 2016-2017 school year incorporated a middle school schedule at MJH. This new schedule allows for a team collaboration meeting and one personal plan per day. The purpose of the team collaboration meeting is a working period for all team members to meet daily for the benefit of students, curriculum and team projects. Due to the nature of this team meeting, outside meetings requiring teacher participation should be avoided if at all possible. Should a meeting require teacher attendance which makes it necessary to miss part or all of a team meeting, there will not be ETP compensation as this will be included in the teacher's normal workload. However, if a teacher agrees to volunteer for coverage (taking responsibility of another teacher's classroom) during his/her personal plan, the ETP compensation identified above shall be paid.

12.9 CONTENT AREA LEADERS / DEPARTMENT HEADS

- A. Each grade level at Mokena Elementary School and Mokena Intermediate School including special education teachers, and special area teachers (art, music and physical education) collectively shall have a "content area leader". At Mokena Elementary School and Mokena Intermediate School there will be one content area leader per grade, one special education leader and one leader for art, music, and physical education combined.
- B. Selection of content area leaders shall be made on an annual basis by the building principal after posting the position for the contract required five days. Each teacher for his/her work as a content area leader shall be paid an annual stipend of at least \$1,000, this amount will be reviewed and revised, if needed, based on the decision of the Schedule B Subgroup.
- C. Department Heads at Mokena Junior High School - Based on the job description as determined by the Building Leadership Team (BLT), subject level department heads will be provided with a \$2,000.00 per school year stipend for their work. Selection of Department Heads shall be made on an annual basis by the building principal after posting the position for the contract required five days. This amount will be reviewed and revised, if needed, based on the decision of the Schedule B Subgroup.

12.10 MANDATORY WORKSHOPS

If the Board requests a teacher to attend a training workshop (i.e. a non-credit technology workshop), the teacher shall be compensated at a rate of \$20.00 per hour for the actual time outside of the contractual teacher workday spent at the workshop. The Board shall also provide mileage reimbursement at the current IRS rate from home to the workshop or school to the workshop, whichever is less. Compensation will be given to the teacher within forty-five (45) days.

ARTICLE 13 – EMPLOYEE RETIREMENT

To recognize the contributions of those Employees who have provided long and effective service to the youth of Mokena, the Board agrees to fund a retirement option. It is agreed that no teacher shall be approved for participation in the TRS Early Retirement Option.

13.1 DISTRICT RETIREMENT OPTION

A. Eligibility for District Retirement Option

Teachers, who at the time of retirement, will be at least 55 years old, have 18 or more years of service with District 159, and whose retirement will not require additional payment to TRS by the Board, may choose the District Retirement Option by notifying the Superintendent in writing by November 1 of any year of this agreement up to November 1, 2023 (Thirty (30) days following the ratification of the contract by both parties for the 2019-2020 school year). Under the District Retirement Option, teachers may declare their intent to retire up to three (3) years prior to his/her retirement. Teachers who choose the District Retirement Option will be removed from both salary schedules (A and B).

Eligible teachers submitting their intent to retire three (3) years prior to retirement will receive a six (6) percent increase over the previous year's TRS creditable earnings (compensation from Salary and Schedule B) for up to their final three (3) years of employment. Teachers who take courses and would be eligible for a salary increase per Section 12.6 or teachers who would "move" across on Salary Schedule B due to coaching/sponsorship experience will not receive any additional compensation beyond the six (6) percent incentive.

For example: 2020-2021 creditable earnings *\$60,000 (teacher declares in writing by November 1, 2020 intent to retire in 3 years)

<u>Retirement Years</u>	<u>Creditable Earnings</u>	<u>Calculations</u>
1st Year	2020-2021	*\$63,600 ($\$60,000 \times 1.06 = \$63,600$)
2nd Year	2021-2022	*\$67,416 ($\$63,600 \times 1.06 = \$67,416$)
Last Year	2022-2023	*\$71,461 ($\$67,416 \times 1.06 = \$71,461$)

*creditable earnings include all earnings recognized by TRS

Teachers who submit notice of intent to retire will be allowed to participate in the District Retirement Option provided TRS creditable earnings have not exceeded a six (6) percent increase in any of the years used for TRS retirement calculations.

Teachers who participate in the District Retirement Option shall continue to perform all duties including Schedule B assignments as performed in the year prior to receiving District retirement incentives with the following exceptions:

1. A teacher may voluntarily resign from a Schedule B assignment; however, the teacher's compensation will be reduced accordingly.
2. A teacher may be removed from a Schedule B assignment by the Board only for cause. In such case, compensation will be reduced accordingly. Elimination of a program will require a mutually agreeable alternative.

B. Withdrawal of Intent to Retire

A teacher's notification of intent to retire may only be rescinded for the following reasons:

1. Death in the retiree's immediate family; or
2. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reason to be non-precedential with respect to granting or denying requested changes in retirement

election.

If an employee rescinds the intent to retire under the District Retirement Option, he/she will pay back to the District any retirement incentives paid to them above and beyond the salary increases they would have received by payroll deduction or payment within thirty (30) days.

C. Pre-Retirement Consultation and Meeting

Between September 1 and October 31 of every school year, the Board will provide a list to the Association members who have given notice of intent to retire, or who are eligible to retire under any TRS Retirement Program. Between October 31 and December 15 of every school year, the Superintendent or his/her designee, an Association representative and each teacher on the list will meet to determine whether the teacher, under the current salary schedule, collective bargaining language (promotion, extracurricular stipends, and/or any possible additional payment) would earn more than the maximum allowable amount as established by TRS without penalty to the Board of Education over the previous year's creditable earnings in any year of the contract.

D. Other Conditions Regarding Retirement

The parties agree that under no circumstances will the increases in creditable earnings from one year to the next for teachers who are within ten (10) years of becoming eligible for retirement, or who are eligible to retire under any TRS Retirement Program, exceed the maximum allowable annual increase as established by TRS without penalty to the Board of Education. The parties agree that if (whether due to promotion, extra-duty stipends, or any other reasons) the maximum allowable rate without penalty to the Board of Education is exceeded, the parties will meet and agree to restructure the teacher's assignment or compensation so that the maximum allowable rate without penalty to the Board of Education will not be exceeded. The parties acknowledge the purpose of such agreement is to avoid liability for penalties, which may result from increases in creditable earnings from one year to the next in excess of the maximum allowable rate without penalty to the Board of Education.

Creditable earnings paid during the retirement notice period shall be inclusive of extra-duty compensation. A teacher who takes on a new extra duty assignment during the notice period shall receive no additional compensation. If during the notice period the Board discontinues an extra duty position filled by a teacher who has given his/her retirement notice, no deduction shall be made from the specified annual increases. If, however, a teacher voluntarily discontinues such an assignment, or the teacher is removed from the position, compensation for the position will be deducted from the total creditable earnings received for that year.

E. Teacher Retirement or Resignation Prior to Fulfilling Term of Commitment

Should a teacher who has initiated participation in the District Retirement Option retire or resign before the date specified in the letter of resignation which initiated that participation, the teacher shall be responsible for reimbursing the District an amount ("reimbursement amount") equal to the difference between the compensation actually received by the teacher through participation in the District Retirement Option and the amount of compensation the teacher would have received had he/she not initiated participation in the District Retirement Option. The teacher shall pay the reimbursement amount in full within 60 days of the teacher's last date of employment. Alternatively, the teacher and the Board may negotiate and agree to a different payment plan, including but not limited to a withholding schedule from payroll checks due to the teacher during the teacher's period of employment.

At the initiation of participation in the District Retirement Program the teacher will be required to sign an agreement that affirms knowledge and understanding of the terms of the District Retirement Option, which includes the reimbursement clause outlined above.

ARTICLE 14 – ACADEMIC FREEDOM

14.1 PHILOSOPHY

The Board recognizes the importance of academic freedom. As used herein, "academic freedom" shall mean that teachers should present instructional materials that are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, all as determined through normal curricular channels. The teacher shall present materials on all sides of controversial issues in an appropriate manner, within the limits of appropriate written curriculum.

14.2 COMPLAINT PROCEDURE

In the event a 3rd party criticizes in writing teaching methods or use of instructional materials by a teacher, whenever practical the following procedures may be applied:

- A. The teacher, principal, and third party will hold a conference in an attempt to solve the complaint or objection.
- B. If a resolution cannot be achieved at the principal's level, the Superintendent will review the outcome of the conference. The decision by the Superintendent shall be final.

ARTICLE 15 – CURRICULUM AND INSTRUCTION

15.1 RECOMMENDATIONS FOR ADOPTION

The Board, through the District's administrative staff, shall consult with the district staff prior to implementing new district-wide curriculum programs as per Board adopted procedures.

The Board and Association agree that when possible, a collaborative approach to any new district initiative will be used. When applicable, mutually agreed upon committees will be appointed by each of the parties of this agreement and established to study and make recommendations on topics and problems of concern to the school district which may include, but are not limited to curriculum changes, piloting programs, necessary professional development, and implementation timelines.

While the Board and administration maintain the ultimate responsibility for determining the necessary initiatives (e.g., identification and implementation of initiatives), all initiatives will be presented to the respective curriculum content team. Further, the administration will develop and present an *Annual Curriculum and Instruction Implementation Plan* to the respective curriculum content team. The *Annual Curriculum and Instruction Implementation Plan* will include a description of the initiative, an implementation calendar, a professional development plan that includes specific dates for when the professional development will be delivered, a plan for members of the curriculum content team to seek input from classroom teachers, and related implementation information. A compiled *Annual Curriculum and Instruction Implementation Plan* will be shared with the MTA leadership and Board of Education no later than May 1 of each year.

15.2 COMMITTEES

The Board recognizes the value of teacher involvement in the development of curriculum as well as District and building level committees and task forces and will provide opportunities for collaborative teacher/administrator recommendations in this regard. Compensation for such work shall be provided if outside of the normal day/school year as follows:

- A. Teachers who agree to serve as members of a district or building level committee approved by the Superintendent or his/her designee shall be compensated at a rate of \$40 per hour for time in attendance at committee meetings scheduled or approved by the administration that are held before or after the scheduled teacher workday, Saturday, or during the summer months. Pay will be for actual attendance or work time required to meet committee goals as approved by the Administration.
- B. Any non-paid, ad hoc committees will be identified as such prior to asking for volunteers.

15.3 SCHOOL IMPROVEMENT – STAFF DEVELOPMENT PROVIDERS

A stipend of at least \$450 per person, per year will be issued for each Building Leadership Team (BLT) member. A stipend of at least \$300 per person, per year will be issued for each Positive Behavior Supports (PBS) member and Behavior Team members. Selection of BLT, PBS, and Behavior Team members shall be made on an annual basis by the building principal after posting the position for the contract required five days. Teachers who are utilized as Staff Development Providers, will be issued a Staff Development Stipend of \$65.00 for each hour of workshop presentation.

A stipend of \$300 per person, per Tiered Behavior Team (Tier 1, Tier 2, Tier 3), per year will be issued for each Behavior Team member. For example, if a member serves on the Tier 1 and Tier 2 teams, they would receive a stipend of \$300 for Tier 1 Team and a stipend of \$300 for the Tier 2 Team.

A stipend of \$300 per person, per year will be issued to the Internal Behavior Coach at each building.

In lieu of a stipend, the External Behavior Coach, who serves as the RtI/MTSS Coordinator for the district, will

submit a timesheet for any hours accumulated for the purposes of meeting with behavior teams or Internal Behavior Coaches outside the workday. The External Behavior Coach/RtI/MTSS Coordinator shall be compensated at a rate of \$40 per hour for a time in attendance at the Behavior Team meetings or Internal Behavior Coach meetings that occur outside the regular workday.

15.4 MENTOR – NEW TEACHER ORIENTATION PROGRAM

(For new mentor cycles beginning with the 2014-2015 school year)

New teachers and teachers involuntarily transferred to a new building or grade level shall be required to work with a mentor assigned by the building principal for a period of two years (calendar years if the teacher is hired during a school year). New or involuntarily transferred teachers will not be compensated for these requirements. Mentor teachers will be compensated at a rate of \$300.00 for the first mentee, and \$150.00 for a second mentee, if needed, for each of the two (2) years of the program, to be paid at the conclusion of each school or calendar year. Mentor teachers may not be assigned more than two mentees during any two year period.

- Building administration shall establish a list of interested teachers, based on a posting and completed application, to act as mentors
- If there are not enough interested teachers, the building principal may assign a mentor per the criteria below.
- Mentees shall be placed with a mentor that most closely matches his/her grade level and/or subject areas
- Mentors will be selected based on the above criteria as well as availability and administrator discretion

Should the district receive grant, state, or federal funding that mandates a higher rate of pay for participating mentors, selected participants will be paid the higher of pay, but not the \$300/\$150 stipends identified above.

15.5 PERA – Evaluation and Professional Development

The Board of Education and the Mokena Teacher Association agree that the process of teacher evaluation is of critical importance in the ongoing professional development of teachers. All parties are interested in selection, developing, and retaining high quality teacher who contribute significantly to the educational program of Mokena School District 159.

The Board and Association agree to appoint a joint committee to develop a plan to implement the Performance Evaluation Reform Act of 2010 (PERA). The committee will be comprised of equal numbers of members from the Association and Administration, appointed jointly by the Superintendent and the Association President. The committee shall convene informally to discuss a plan to implement the PERA beginning in the fall of 2014 and will ensure that the Agreement is in compliance with the state and federal law regarding teacher evaluation. The committee shall provide quarterly updates to the Board and the MTA President. No later than November 1 of 2015, the committee will hold a formal meeting to begin the process of reviewing the District's evaluation plan and developing components of the plan related to incorporating data and indicators of student growth.

ARTICLE 16 – EFFECT OF AGREEMENT

16.1 CONTRACTUAL AMENDMENTS

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in a ratified written amendment in accordance with the provisions of this Agreement.

16.2 PREVIOUS AGREEMENTS

All prior negotiated agreements are void, and of no force and effect.

16.3 SAVINGS CLAUSE

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

16.4 ISSUANCE OF CONTRACTS

The Board may issue individual teacher contracts or an employment agreement during negotiations or before an agreement has been reached between the Board and the Association. Contracts will be revised and adjusted to conform to the terms of the new agreement when negotiations are completed.

16.5 NO STRIKE OR LOCKOUTS

The parties, desiring orderly and peaceful relations between the Board of Education and its teachers, and uninterrupted operations of the public schools, hereby agree that during the term of this Agreement:

- A. The Board shall not lock out any teachers; and
- B. There shall not be any strikes, work stoppages, slowdowns, sick-ins, or any other interruptions or withholding of services by the teachers, which would disrupt the operations of the schools. Teachers shall not honor in any manner the withholding of services by other employees of the Board, nor shall they honor, by the withholding of services, any picket lines on Board premises of non-Board employees. No officer or representative of the Association shall authorize, instigate, aid or condone the teachers employed by the Board in engaging in the activities prohibited by this Article.

16.6 BOARD RIGHTS

The Board retains and reserves the exclusive responsibility for proper management of the school district conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and shall be limited only by the express terms of this Agreement.

ARTICLE 17 – DURATION

17.1 DURATION

This agreement shall be effective from 12:00 a.m. of July 1, 2019 and shall continue in effect through 11:59 p.m. of June 30, 2024 subject to other provisions of this Agreement.

MOKENA TEACHERS' ASSOCIATION

BOARD OF EDUCATION
SCHOOL DISTRICT 159
WILL COUNTY, ILLINOIS

By: _____
President

By: _____
President

By: _____
Secretary of Negotiating Committee

By: _____
Secretary

By: _____
Chairperson
Negotiating Committee

DATE

DEFINITIONS

CURRICULUM	Any program of study, which is carried out by the district.
DAILY RATE OF PAY	Daily Rate of Pay means the bargaining unit member's annual scheduled salary divided by the number of duty days required by the Collective Bargaining Agreement.
DAYS	The term "days" when used in this agreement, except where otherwise indicated, shall mean calendar days.
DEPENDENT	Dependent means any spouse, or other person for which the bargaining unit member has physical or legal custody. An employee's offspring will be considered a dependent until age twenty-six (26) per the provisions of the Affordable Care Act.
DUTY DAY	Duty Day(s) means day(s) during which bargaining unit members are required by contract to render service.
EMPLOYEE	The term "Employee" includes any person holding a position as included in (1.1) of the recognition clause.
GOOD FAITH	It is the mutual responsibility of the employer and employee to deal with each other openly and fairly, and to endeavor sincerely to reach agreement on items being negotiated. The obligation to negotiate in good faith does not compel either party to agree to a proposal or to require the making of a concession.
HALF DAY	Fifty percent of any day which bargaining unit members are required by contract to render service.
HOURLY RATE OF PAY	Hourly Rate of Pay means the daily rate of pay divided by daily duty hours.
IMMEDIATE FAMILY	Immediate family means any spouse, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, legal guardian.
INSTRUCTION	All aspects of the teaching-learning situation either in the school or under the sponsorship of the district.
INSTRUCTIONAL DAYS	Instructional day(s) means any day(s) pupils are present for instruction.
REI	Regular Education Initiative
SUPERINTENDENT	The title Superintendent shall indicate the Superintendent of Schools or his/her designee.
TRS CREDITABLE EARNINGS	As used in this agreement for early retirement purposes, the TRS Creditable Earnings refers to the salary listed on the Schedule A Gross Compensation Schedule.

APPENDIX A

Mokena Teachers' Association In cooperation with Mokena School District 159

Sick Leave Bank

Purpose

Mokena Teachers' Association (the "Association"), in cooperation with Mokena School District 159 (the "District"), has established a voluntary Sick Leave Bank (SLB) program for the use of and benefit of all participating and eligible certified employees in the District.

The SLB program is not a trust fund, but rather a relatively simple means to reallocate sick days voluntarily to alleviate the hardship caused on an employee when a qualifying illness or injury forces the employee to exhaust all paid sick and personal leave time earned by that employee leaving them without compensation and/or excusable time off from work for an additional extended period of time.

The SLB is not intended to be used as a substitute or replacement for permanent disability income or to pay the cost of custodial care for employees who sustain permanently disabling, non-terminal diseases or injuries.

Administration

The Association created the SLB program through a vote of its Association members and is responsible for the creation of rules governing the SLB. The Association delegates authority for the day-to-day functions of the SLB program to the SLB Committee. The Committee will be responsible for developing the forms, if any, needed to operate the SLB.

The SLB is established in cooperation with the District whose assistance is required to maintain the SLB, administratively process the transfer of sick leave days from individual accounts to the SLB and to distribute days from the SLB for use by members who are awarded SLB days.

Decisions to grant or deny use of SLB days shall be made solely by the SLB Committee and communicated to the District for implementation.

The Association reserves the right to amend its rules of operation.

Jurisdiction

Matters arising hereunder are not subject to the contractual grievance procedure. Members may request reconsideration of an adverse SLB Committee decision as described below. All SLB Committee decisions regarding a request for consideration shall be final.

Participation

1. The Sick Leave Bank Program is open to all current certified staff members within the bargaining unit in the Mokena School District 159 of Mokena, Illinois.
2. No teacher shall be required to participate in the program. The SLB is not an entitlement, but a voluntary membership program. Prospective members will voluntarily donate a specified minimum amount of leave to the SLB during the open enrollment period after which they become members. If they fail to donate leave, miss the open enrollment or otherwise do not meet the requirements of membership, they do not become members.
3. Union membership is not a requirement of participation.
4. Members who voluntarily participate in the SLB program waive all claims to leave days voluntarily donated to the SLB, including any monetary or retirement-related value the days may hold.

5. Operating Year. During its initial period of existence, the SLB may commence operating on or subsequent to July 1. Thereafter, the SLB year will run from July 1 through June 30.
6. Open Enrollment. During the initial year, there will be a thirty (30) calendar day open enrollment period, the specific dates which will be announced to all eligible members. In subsequent years the open enrollment shall be held from May 1 to May 31.
7. To become a participant during the initial open enrollment a member shall complete an application form and agree to contribute one (1) day of his/her sick days to the SLB in order to become eligible to apply for benefits from the SLB. The initial year will end on June 30.
8. Time limits for enrolling in the SLB shall not be waived, in whole or in part.
9. Unused days will be held over until the next operating year. At the beginning of any operating year in which the bank starts with 120 or more days a "waiver" will be called for all renewing members, i.e. current SLB members will not need to donate an additional day to stay current. However, all employees joining the SLB (or re-joining the SLB following a lapse in membership) will be required to contribute one sick day.
10. At any point in time, if, the SLB drops down to a balance of 20 days or less, all participants will be asked to donate a day to remain eligible. A participating employee who fails or refuses to contribute the requested supplemental sick day will forfeit their respective rights to participate in the SLB for the balance of the school year.
11. A member of the SLB ceases to be a member upon his/her refusal or failure to contribute sick days as requested, or his/her termination of employment in the District, (whether voluntary or involuntary).
12. Membership in the SLB shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the SLB. Such withdrawal must be indicated and received by the SLB during the annual enrollment period. Members who withdraw from membership in the SLB, or whose participation in the SLB is terminated for any reason shall not receive any sick leave days previously contributed to the SLB.
13. All donated days lose their individual identity and are considered a permanent contribution to the SLB and not transferable by the individual contributing the day(s). Specifically, employees may not designate a particular individual to receive their donated leave day(s).
14. The District agrees that any days donated to the SLB shall not be used against a member in any perfect attendance bonus plan or program.
15. Members may voluntarily donate extra days.
16. In the event the SLB is disbanded by vote of the Association, unused days will be returned to then-current participating members equally, i.e. the number of days in the SLB shall be divided as equally as possible to each of the then-current participating members.

Eligibility

Applicants to the SLB must satisfy the following criteria prior to receiving access to SLB days:

1. An applicant must have incurred a qualifying injury or illness which prevents the employee from being able to perform the essential functions of their regular job, as certified on the Certification of Health Care Provider statement. Self-inflicted injuries and elective surgical operations are excluded from consideration. Significant injuries or illness relative to maternity shall be considered in the same manner as all other illnesses or injuries.
2. All sick days, vacation days and personal days earned or accumulated by the member have been exhausted.
3. A waiting period of five (5) work days after the exhaustion of accumulated sick days, vacation days and personal business days must pass before a teacher may receive the use of SLB days. The SLB is limited to granting a maximum of twenty (20) work days retroactively, as measured from the date the member's SLB application was received.
4. Requests for SLB days should indicate the estimated number of sick days required and provide information related to any pending disability claims. Any leave requested may be used only for the purpose requested on the application.
5. Each eligible employee may request up to twenty (20) days with their initial request for SLB days. Days need not be consecutive or full days. The Committee may grant all, part or none of the days requested.
6. Normally, a maximum number of SLB days to be granted per teacher shall be twenty (20) school days per school year. In extreme circumstances, a request may be made for additional days. No more than ten (10)

additional days may be granted by the SLB under this provision.

7. After being granted SLB days, if a member is able to return to work prior to using all of the days granted by the SLB Committee, they are required to do so. Any unused portion will be returned to the SLB. If the member does not return to work when able to do so, they shall be required to pay all subsequent SLB days back.
8. If the leave needs to be extended beyond the original stated time an updated Certification of Health Care Provider statement will be required to be provided by the applicant.
9. It is the individual member's responsibility to keep the SLB Committee apprised of any changes in status that would affect the individual's eligibility or participation in the program. Such notification shall be in writing.
10. Sick leave days may be used only during the academic year. Requests by members to use SLB days beyond the end of the academic year will be denied.
11. The employee who receives SLB days shall be paid at his or her daily rate.
12. If a member is receiving compensation from disability insurance, Workers Compensation Act, Workers Occupational Disease Act or other benefit programs intended to replace lost income, they shall not be eligible to receive SLB days for any day in which the other compensation is received. If compensation occurs after SLB days are granted, those days given must be returned to the SLB.
13. Upon termination, retirement or death, neither a participating member nor the participating member's estate shall be entitled to payment for unused SLB days acquired from the SLB.

Procedure

1. The applicant must submit a written application to the SLB, unless they are unable to do so, in which case a personal representative may do so.
2. A Certification of Health Care Provider statement completed by the attending physician/health care provider. The required form may be obtained either from the SLB Committee or from the U.S. Department of Labor website. <http://www.dol.gov/esa/regs/compliance/whd/fmla/wh380.pdf>. (The form is the same as that which is used to certify medical necessity for a FMLA absence.) The Committee reserves the right to request additional medical information, periodic medical progress reports or to take any appropriate steps to guarantee the proper use of the sick leave program.
3. The SLB Committee will act upon each application and shall inform the applicant (or applicant's personal representative where relevant) of the decision within a reasonable time frame following receipt of all necessary and relevant information related to the request. The Committee shall copy the District on all decisions.
4. Completion of this process does not guarantee an award of SLB days. However, a failure to complete all of the steps in this process will leave the SLB Committee no alternative but to reject the award of SLB days.
5. The Committee may not grant paid sick days to members when the Bank does not have available days.
6. An application may be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide requested, necessary and relevant documentation. If denied, an application may be resubmitted.
7. Any suspected abuse of the use of the SLB shall be reported by the SLB Committee to the District.
8. The SLB will be administered in accordance with the applicable state and federal laws.
9. The SLB Committee shall maintain a written record of its meetings.

Right of Reconsideration (Appeal Rights)

If the SLB Committee denies your request for SLB days, you will receive written notification from the Committee explaining the reason(s) for the denial. If you feel the Committee has erred in its decision you may request a reconsideration of the Committee's decision in writing as follows:

1. A request for reconsideration must be submitted in writing to the SLB Committee and received within fifteen (15) days of the issuance of the Committee's decision. Requests for reconsideration must be addressed to:

Mokena Teachers' Association
Attn: Sick Leave Bank Committee (CONFIDENTIAL)

Mokena, IL _____

2. Your statement should include relevant information about why your case should be reconsidered, especially any medical information that may have been omitted from your request, and must be signed by you, or a personal representative if you are not able to execute the request for reconsideration.
3. Your case will be presented to the Committee again for its review.
4. You will again be notified, in writing, of the Committee's decision regarding your case.

The SLB Committee's decision on any request for reconsideration is final and not otherwise subject to appeal, or the contractual grievance procedure.

Confidentiality

The SLB Committee agrees to maintain confidentiality of specific medical documentation it receives from or on behalf of an applicant, unless release of same is authorized in writing by the applicant; compelled by court order; or such release is needed to defend itself against any claims made by the applicant. However, the SLB Committee may disclose the identity of applicants and amount of SLB days awarded and other information as necessary to carry out its functions.

Qualifying injury or illness.

This is similar to that which would qualify as an absence under FMLA, except that self-inflicted injuries and elective surgery are not considered as a qualifying medical condition.

Committee

The SLB Committee will consist of three (3) regular and two (2) alternate Mokena Teachers Association (MTA) members and one (1) non-voting administrator or his/her designee, designated by the District. A quorum will consist of three (3) Association Committee members being present. Alternate members may attend Committee meetings and be counted towards a quorum only if regular members are unable to attend.

The Association's Committee members will be chosen by the Association President, subject to approval by the MTA Executive Committee. Committee members will serve two (2) year terms, one regular committee member and one alternate member whose term will begin in even numbered years and two regular and one alternate member whose term will begin in odd number years. Vacant regular positions shall be filled by an alternate member chosen by the President. Vacant alternate positions shall be chosen by the President with approval by the Board.

END OF DOCUMENT

SCHEDULE B
Mokena School District 159, Schedule B
Extra-Curricular Salary
Gross Compensation

Schedule B 2019-2020, 2020-2021, 2021-22, 2022-23, 2023-24	# of Stipends	0-3 Years		4-7 Years		8 + Years
CLUB ACTIVITIES						
Tier 1 (25-35 hrs)		\$500		\$525		\$550
Tier 2 (36 -45 hrs)		\$700		\$735		\$770
Tier 3 (46-55 hrs)		\$900		\$945		\$990
Tier 4 (56 – 65 hrs)		\$1,100		\$1,155		\$1,210
SPORT ACTIVITY						
Athletic Director	1	\$4,600		\$4,830		\$5,072
Basketball-6th grade Girls	2	\$2,800		\$2,940		\$3,087
Basketball-6th grade Boys	2	\$2,800		\$2,940		\$3,087
Basketball-7th & 8th grade Girls	2	\$4,600		\$4,830		\$5,072
Basketball-7th & 8th grade Boys	2	\$4,600		\$4,830		\$5,072
Cheerleading	1	\$2,835		\$2,965		\$3,110
Cross Country	2	\$2,508		\$2,614		\$2,732
POMS	1	\$2,835		\$2,965		\$3,110
Track Junior High	4	\$2,700		\$2,835		\$2,977
Volleyball - 7th & 8th grade Girls	2	\$3,200		\$3,360		\$3,528
Volleyball - 7th & 8th grade Boys	2	\$2,308		\$2,414		\$2,532
Baseball- Boys	2	\$2,700		\$2,835		\$2,977
Softball - Girls	2	\$2,700		\$2,835		\$2,977
MUSIC						
Symphonic Band	1	\$7,625		\$8,033		\$8,434
Concert Band	1	\$6,075		\$6,405		\$6,725
Cadet Band	1	\$5,650		\$5,933		\$6,230
Beginning Band	1	\$5,650		\$5,933		\$6,230
Meteor Choir	1	\$3,500		\$3,675		\$3,859
Accompanist	1	\$1,750		\$1,838		\$1,929
OTHER						
**MJHS before School supervision	4-6	\$775/person				
**Sponsor(s)-MJHS	1	\$1,501				
**PASS(Homework Club, Denton Duty, Homebound Instruction)	varies	\$30.06/hr				
		PER EVENT				
**Gatekeeper	varies	\$45/person				
**Scorers	varies	\$50/person				
**Timekeeper/Scorer	varies	\$50/person				
** Does not lend itself to experience index						
The Board of Education Reserves the right to fund or not fund the above listed positions						

updated November 2019