

Final  
1/24/23

**AGREEMENT**

**Between**

**THE BOARD OF EDUCATION OF  
WEST HARVEY-DIXMOOR SCHOOL DISTRICT #147  
COOK COUNTY, ILLINOIS**

**and**

**WEST HARVEY FEDERATION OF TEACHERS  
LOCAL #604  
IFT, AFT, AFL-CIO**

**2022-2026**

## ARTICLE I

### RECOGNITION

- 1.1 The Board of Education of West Harvey-Dixmoor School District Number 147, hereinafter referred to as the "Board," recognizes the West Harvey Federation of Teachers, Local #604, IFT-AFT, AFL-CIO, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for all certified employees in the following categories: full-time teachers, school counselors, speech pathologists, media specialists, nurses, school social workers, school psychologists and interventionists on matters of salary, fringe benefits and working conditions as defined in this Contract.
- 1.2 The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Union as determined by Article I, Section 1.1.

## ARTICLE II

### MANAGEMENT RIGHTS

- 2.1 The Union recognizes that the Board has full authority and responsibility under the laws of the State of Illinois for making decisions as to employment, tenure or discharge of any of its employees, The Union recognizes that in the operation of its schools, the Board is guided by the policies, regulations and criteria for the approval, recognition and accrediting of schools as promulgated by the Superintendent of Public Instruction of the State of Illinois, by the Superintendent Educational Service Region B Cook County, and by the laws of the State of Illinois. The Union recognizes the Board's right to direct the operation of the schools. The Union, on behalf of its members, agrees that it shall not, without permission of the Administration, engage in Union activities during working hours.
- 2.2 All members of the bargaining unit of the District shall enjoy the rights and privileges of any citizen in all matters of a political nature. Restrictions by the Board of Education pertaining to this policy shall be as follows:
  - No employee, during working hours for which salary is received, shall use or be required to use at any time, classrooms, buildings, students, school equipment, or school materials for the purpose of solicitation, promotion, election, or defeat of any proposition or candidate for public office.
- 2.3 A full-time tenured person who moves to part-time shall not lose tenure if:
  - A. the move is initiated by the Board of Education;

- B. the part-time position is the very last placement option before RIF; or,
- C. the request to move to part-time is forwarded as being reciprocally beneficial by both the Board and the teacher.

### **ARTICLE III**

#### **UNION RIGHTS**

- 3.1 The President of the Union or his/her designee, accompanied by a representative of the AFT or IFT, may visit the schools to investigate working conditions, teachers' complaints, or problems. Notice of said visit shall be given in writing to the Superintendent or his/her designee twenty-four (24) hours in advance of the visit. In the case of an emergency, the Union president or his/her designee may visit a school without advance notice, however the Union shall make its best effort to contemporaneously notify the Superintendent or his/her designee or other appropriate District administrator of the emergency visit. Upon their arrival at any school, the Union President, or the designee, will notify the Principal. If there is any conflict with the above, the Superintendent or his/her designee shall be notified immediately in writing so that he/she may intervene.
- 3.2 The President of the Union shall be notified through email message of all regular and special meetings of the Board, together with a copy of the agenda, at the same time as Board members. In addition, the President of the Union shall receive through email message a copy of Board minutes for each meeting, once they are approved.
- 3.3 The Union will be allowed to meet in any school building outside regular hours in accordance with the Board's policy on the use of buildings.
- 3.4 School mailboxes and email addresses may be used to facilitate the dissemination of written materials by the Union. All non-confidential written material shall be provided to the building principal at the same time. It is understood that District property, including mailboxes and email addresses, may not be used in violation of the Board of Education's Ethics and Conduct Policy and/or State or federal law.
- 3.5 The Union is allowed reasonable use of a bulletin board in the teachers' lounge in each school building of the District for the purpose of posting properly identified Union material, provided such material is not inappropriate as determined by the Superintendent or his/her designee.

The Union President shall designate those Union representatives in each building who have been authorized to post and remove such material.

- 3.6 At a time designated by the Administration, the Union shall be allowed thirty (30) minutes of non-working time to meet with newly-hired employees which will normally occur during new employee orientation. In addition, the Union shall be allowed to make brief announcements at the conclusion of building faculty meetings, and may, upon request, be allowed to make brief announcements at the conclusion of District faculty meetings.
- 3.7 The Union shall be notified within three (3) workdays of the District's receipt of a Freedom of Information Act (FOIA) request that seeks to identify members of the union, due payers and/or non-members and seeks contact information for the same.

## ARTICLE IV

### FAIR PRACTICES

- 4.1 The Board will not discriminate against any teacher on the basis of race, creed, color, national origin, gender, age, marital status, sexual orientation, or membership or participation in any employee organization or the activities of the Union.
- 4.2 The Union agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, gender, age, marital status, sexual orientation, or membership in and association with any other professional organization.
- 4.3 No teacher shall be prejudiced in his/her employment because he/she has joined or failed to join any lodge, religious group, employees' Union, political party or other lawful organization.
- 4.4 A. The Board agrees to deduct from the salary payment of every member of the Union the required amount of Union dues in equal installments on a biweekly basis in accordance with a schedule provided by the Union provided there is written authorization from members which will remain in effect until rescinded by the member. Within seven (7) calendar days following the deduction of dues, that amount deducted and a list of those members from whom deductions have been made shall be sent to the Union President and the Union Treasurer.

Authorized dues deductions shall remain valid until an employee leaves the bargaining unit or the District receives notice from the Union that the employee has revoked authorization in writing in accordance with the terms of the authorization.

B. The District will notify the Union President and the Union Treasurer whenever new bargaining unit members are hired and will further upon request provide the Union within a reasonable time the names and mailing addresses of newly hired bargaining unit

members who do not otherwise request that such information remain privileged and confidential.

C. The West Harvey Council, AFT Local 604 shall indemnify and hold harmless the Board, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this provision or the consequences therefor or that shall arise out of or by reason of action taken by the Board for purposes of complying with the above provision.

- 4.5 The Board agrees to deduct from salary, with proper authorization, credit union savings and payments, and annuities, subject to the District's ability to maintain payroll records in this manner.
- 4.6 The Board shall provide indemnification and protection against claims and suits in accordance with the applicable provisions of the School Code. Such coverage will include the continuation of appropriate liability insurance in accordance with Illinois law. See 105 ILCS 5/10-22.
- 4.7 Progressive Discipline
- A. The Board agrees with the tenets of progressive and corrective discipline. Discipline of a teacher covered by this Agreement shall only be for just cause and be done in a manner so as not to embarrass the teacher before other employees or the public and shall include the following:
1. A conference with the teacher by the appropriate administrator or supervisor on any decision to impose discipline.
  2. In the event of a suspension, a written statement of the reason(s) for the action shall be given to the teacher and a review of the teacher's personnel file with the teacher and his/her representative if the teacher so chooses.
  3. Steps of disciplinary action shall include the following:
    - a. Oral reprimand
    - b. Written reprimand
    - c. Suspension without pay (notice to be given in writing)
    - d. Notice to Remedy Resolution
    - e. Recommended termination
- The Board reserves the right to initiate discipline at any step if the circumstances warrant.
- B. In the event any Administrator requires a teacher to attend a meeting for the purpose of discussing a matter which may result in his or her discipline, the teacher, upon request, may have a Union Representative present.

## ARTICLE V

### WORKING CONDITIONS

- 5.1 The Union President or his/her designee(s) shall meet with the Superintendent or his/her designee(s) to discuss the school calendar for the coming school year by February 1.
- 5.2 Effective for the 2022-23 school year and thereafter, the teachers' day shall begin at 8:00 a.m. and end at 3:25 p.m. for all elementary and middle school teachers. The students' instructional day shall begin at 8:15 a.m. and end at 3:15 p.m. Each teacher shall have a thirty-five-minute duty-free lunch. Teachers shall be free to leave the building during their duty-free lunch.
- 5.3 Teachers will not be required to supervise students from 8:00 a.m. to 8:15 a.m. When supervision of students is assigned, it is at the discretion of the Administration on a fair and equitable basis. This time shall not be used to fulfill the preparation period.

Any teacher who is going to be late to work must call and alert his/ her principal's office prior to the start of the school day. Any teacher who is late to work in excess of three (3) times during any school year shall be scheduled a meeting with his/her principal. The purpose of the conference will be to discuss the circumstances of why the teacher was tardy. The summary of the conference will be placed in the teacher's personnel file. Any teacher who is late to work five (5) times in any school year shall, at the Superintendent's option, appear before the Board for possible disciplinary action, as recommended by the Superintendent.

- A. Though it is recognized that the Administration has the right to make calendar changes at any time, a tentative calendar for the following year shall be given to all teachers, in writing, five (5) working days before the last day of each school year.
- B. Each teacher shall have at least five (5) preparation periods per week at least forty (40) minutes in length, daily.
- C. For the purposes of this Agreement, one half (1/2) day shall be defined as three (3) hours and forty (40) minutes
- D. As a guideline, general announcements will be made at the beginning of the first period, prior to the lunch period(s), immediately following lunch period(s), and near the end of the school day. Additional announcements will be made only at the discretion of the principal or his/her designee with the understanding that such announcements can be disruptive and should be kept to a minimum.

- 5.4 If internal substitution is necessary as deemed by the Administration, regular classroom teachers will be assigned on a fair, equitable and rotating basis. Special subject teachers, in the absence of special subject classes, conferences and services, will be assigned as deemed necessary by the Administration. A teacher assigned to internal substitution on his/her planning time will be compensated at the following rate:

	<u>per clock hour</u>	<u>35 minutes or less</u>
2022-23	\$36.00	\$18.00
2023-24	\$37.00	\$18.50
2024-25	\$38.00	\$19.00
2025-26	\$39.00	\$19.50

A teacher assigned to internal substitution of another teacher's students during his/her normal instructional time shall be compensated at the "35 minutes or less" rates, paid by the hour.

- 5.5 A. When deemed necessary by the Administration, time will be set aside for District and/or building meetings during the defined workday.
- B. In addition, the Administration may schedule up to four and one-half (4.5) hours of unpaid staff development meetings per school year. These meetings will be held after normal school hours.
- 5.6 Assignment of teachers to special duties, such as hall, recess, home room, lunchroom, etc., shall be made annually on a rotating basis among all teaching personnel. Special service personnel, in the absence of special service duties, shall be included in the rotation. Assignment shall be made as equitably as possible.
- 5.7 Teachers shall not be required to perform housekeeping functions or custodial duties related to the closed-campus lunch program.
- 5.8 In each building duplicating machines and computers will be made available to aid teachers in carrying out their assigned duties.
- 5.9 Efforts will be made to provide each teacher with a desk and closet space. In addition, each teacher will be provided an area where he/she may store personal belongings in a locked storage space. Teachers will be provided with keys to any classrooms in which they teach.
- 5.10 In making up its annual budget, the Board shall take into consideration the recommendation of each department and grade level.

- 5.11 Teachers may recommend field trips they deem important to the education of the children, such recommendations are subject to the approval of the Superintendent or his/her designee.
- 5.12 The Board shall make continuous efforts to provide and maintain a safe and healthy environment for District employees.
- 5.13 Office space shall be provided for all supportive services as soon as it is financially and physically feasible in judgment of the Board.
- 5.14 Inclusion of Special Education students shall be governed by the provisions of the Individuals with Disabilities Education Act (IDEA) and RtI Receiving teacher of a special education student shall have the opportunity to request a review of the placement decision if it appears that a change in the student's placement will benefit the student.
- 5.15 A properly licensed teacher who fills a vacancy and is approved by the Board of Education shall be deemed a full-time classroom teacher and shall be covered by the terms of this Agreement. "Vacancy" is defined as an open position created when a teacher leaves the employment of the District.
- 5.16 Parent(s) or guardian(s) who wish to discuss their child with a teacher must make an appointment with the teacher in advance of the meeting. For such meetings, the teacher will work with the building principal or his/her designee to determine the location for the meeting. A teacher may request that a member of Administration be part of the meeting.
- 5.17 Any case of verbal assault or physical battery (hereinafter collectively referenced as "an assault") upon a teacher by a student, parent, guardian, or community member, while carrying out his/her assigned responsibilities shall be promptly reported in writing to the Superintendent or his/her designee by the teacher. The Superintendent or his/her designee shall advise the teacher of his/her rights, obligations and liabilities with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement officials, as recommended by counsel for the District.

The Superintendent shall be notified within twenty-four (24) hours by the building administrator in writing when a teacher is the victim of such an assault. The Superintendent shall take whatever measures are necessary to remedy the situation through pupil expulsion, suspension or other appropriate measures, after consultation with all involved parties, including the parents or guardians of the pupil. Nothing in this section shall be construed as denying any teacher or pupil his/her statutory rights.

Nothing in this section shall be construed as rescinding the obligation of a teacher to exercise the maturity, restraint, patience and judgment which are normally required in the guidance and training of youth.



An employee who is subpoenaed as a witness in a school-related assault case shall be granted paid leave for that period of time in which he/she is unable to report to work. Notification for leave must be made in advance and submitted with a copy of the subpoena. Verification of days spent on duty must be turned in.

- 5.18 Teachers who are required to travel between schools as part of their teaching assignment will be reimbursed at the then current IRS mileage reimbursement rate. By August 1 of each year the superintendent or his/her designee will calculate the distance necessary for travel and inform the Union president. The employee shall be required to provide appropriate reimbursement forms to establish the travel reimbursement and paid in December and June.
- 5.19 Whenever a teacher is absent from school as a result of an assault inflicted upon the teacher on Board of Education property, which assault arises out of and in the course of the teacher's employment, the teacher may elect to continue to receive his/her regular salary for up to one year as long as the teacher is legally disabled and applies for Workers Compensation and/or TRS/IMRF Pension payments for disability. Such disability absence shall not be charged to the employee's annual sick-leave or accumulated sick leave. If the employee elects to receive his/her regular salary while absent from school, the employee shall turn over to the District any funds later received under the Illinois Workers Compensation Act and/or TRS/IMRF for lost work time due to the disability.
- 5.20 The basis of professional relationships among teachers, administrators and Board members shall be one of common courtesy and mutual respect at all times.

## ARTICLE VI

### PERSONNEL FILES

- 6.1 Each teacher shall have the right to review the contents of his/her permanent personnel file, except confidential material, such as evaluations by colleges, upon making a request at least one (1) work day in advance. When the personnel file is reviewed, a representative of the Superintendent's Office will be present. A representative of the Union may, at the teacher's request, accompany the teacher for his/her review. Teachers may not be permitted to remove any materials from the file.
- 6.2 Each teacher shall have only one official personnel file in the central office. Any material placed in the teacher's official file relating to an incident and/or evaluation during the school year shall be placed in the file on or before the end of each school year, with the final date being two (2) business days after teachers leave for the summer break. It is understood that materials, upon being placed in the file, may only be used by the Board to substantiate disciplinary action.

- 6.3 No material shall be removed from a teacher's personnel file without the written consent of the teacher, except for confidential material from the teacher's college placement office. Furthermore, no individual other than authorized representatives of the Board shall be allowed to review a teacher's file without the written consent of the teacher unless said review is required in order to comply with State or federal law. When an individual's file is being reviewed by persons other than authorized representatives of the Board, the teacher shall be notified in writing at the time of disclosure.
- 6.4 A teacher shall be given a copy of any material prior to such material being placed in his/her file, except for confidential material from the teacher's college placement office.
- 6.5 Teachers shall be allowed to attach a written response to any material placed in the teacher's personnel file, except for confidential material from the teacher's college placement office.

## ARTICLE VII

### CURRICULUM AND USE OF MATERIALS

- 7.1 Participation by teachers on committees shall be on a voluntary basis. No reprisals of any kind shall be taken against any teacher for refusing to serve on any committee.
- 7.2 The Board will make efforts to provide each teacher with supplies and other tools of the teaching profession for use in carrying out the education program.
- 7.3 Whenever new text books are being considered for a grade level and/or subject area, the Superintendent or his/her designee shall appoint a committee for the purpose of making recommendations. The Committee shall consist of two (2) teachers (one of which shall be selected by the Union), a building principal, and a Central Office administrator. Upon conclusion of the assigned task, all recommendations will be made available to the Board for a final determination.
- 7.4 If a teacher receives an assignment which requires, in the judgment of the Administration, new skills or knowledge, the teacher will be offered the opportunity to gain the necessary training or knowledge at the District's expense, prior to the time when the skill is needed. Such training must be preapproved by the Superintendent or by his/her designee.

## ARTICLE VIII

### SENIORITY

- 8.1 System-wide seniority shall be defined as the length of continuous service in the District within the bargaining unit defined herein, regardless of the source of funding.
- 8.2 Where system-wide seniority is equal, the date of the Board meeting at which employment was approved shall be the next determining factor. If this does not break a tie regarding seniority, the order of the names as they appear in the board minutes for the date of hire shall be determinative with the names listed first being considered most senior.
- 8.3 Each building shall have a copy of the District seniority list posted on the District website and the teachers' lounge.
- 8.4 The Superintendent or his/her designee shall provide the Union President and the Union Treasurer with a copy of the District seniority list of employees represented by the Union 75 calendar days before the end of the school year.
- 8.5 Leaves with pay shall not interrupt continuous service, and time on such leave counts for accrual of seniority.
- 8.6 Leaves without pay shall not interrupt continuous service, but time on such leave does not count for accrual of seniority except for those leaves under the Family and Medical Leave Act.

## ARTICLE IX

### TEACHER EVALUATION

- 9.1 The Board and Union recognize that teacher evaluations are tools for helping to improve teachers' performance and effective personnel management.

The Board and the Union will continue to work cooperatively on the development of a Teacher Evaluation Plan consistent with the requirements of the *Illinois School Code*. Prior to implementation of any change to the procedures of the Evaluation Plan, the Administration will notify the Union of the proposed change(s) and, upon request, the parties shall promptly meet to negotiate with regard to such change(s).

Part-time teachers will be included in the Evaluation Plan.

- 9.2 A committee of teachers and administrators will meet to discuss and recommend changes in the Teacher Evaluation Plan. The appointments to the Committee shall occur in September of each year. The Superintendent shall appoint three (3) administrators to the Committee and the Union President shall appoint three (3) teachers to the Committee. The Superintendent shall appoint one of the administrators to chair the Committee. Any changes to the Teacher Evaluation Plan shall take effect the following school year.
- 9.3 Within ten (10) working days after the first student attendance day of the school year, the building principal or immediate supervisor shall acquaint each teacher with the teacher evaluation procedures, standards and instruments. For any teacher hired after the first student attendance day, the building principal or immediate supervisor shall acquaint the teacher with the evaluation procedures, standards, and instruments within 10 working days after her/his first day of work.
- 9.4 All formal observations shall be conducted with the knowledge of the teacher. If the principal or his/her designee does not verbally state that a formal observation is being conducted, the teacher may ask the principal or his/her designee if this is a formal observation.
- 9.5 Each teacher shall be evaluated by a qualified evaluator.
- 9.6 No person shall observe, listen to or record classroom proceedings or other activities conducted with students by a teacher, either in person or by photographic or electronic means, without prior knowledge of the teacher concerned.
- 9.7 Formal classroom observation shall be reduced to writing and discussed with the teacher within ten (10) school days of the observation. A copy of the written report shall be given to the teacher two (2) days prior to discussion. The teacher may place his/her own statement in his/her file on any evaluation or other material therein. No written evaluation of a teacher shall contain a report of any classroom observation unless the above conditions have been met.
- 9.8 Each teacher shall be notified in writing when deficiencies in his/her service are to be noted in his/her file, and such notification shall contain specific suggestions for improvement. The notification shall include a schedule indicating when the administrator will examine the teacher's efforts to remediate the deficiencies noted. If those deficiencies are remediated to the satisfaction of the administrator, the results of said examination shall be placed in the teacher's file.
- 9.9 In the school year that summative evaluations are conducted, the teacher shall be given a copy of the evaluation or on before March 1 of that year. In the event that a teacher is absent on the deadline date, the principal retains the prerogative to give a copy of the evaluation to the teacher upon returning from his/her absence.

## ARTICLE X

### DISCHARGE AND FAILURE TO REHIRE

- 10.1 Complaints by any outside party which may adversely affect a teacher's employment shall be processed through the normal channels of the District. When the Superintendent or his/her designee or the teacher involved deems it appropriate, a conference between all or any parties involved shall be scheduled. The teacher may request the presence of a member of the Union at the conference. If such a complaint is to be used to discipline or discharge a teacher, the complaint shall be in writing and a copy shall be provided to the teacher. Except for emergency situations, complaints should be submitted to the teacher in writing prior to any action taken by the Administration. A teacher may be immediately disciplined in an emergency situation as determined by the Superintendent or his/her designee, with a copy of appropriate documents being provided to the teacher within ten (10) working days.
- 10.2 When any teacher is required to appear before the Board or committee of the Board concerning any matter which could adversely affect that teacher's continued employment, salary or any increments pertaining thereto, the teacher and the Union shall be given seven (7) calendar days' notice of the reason for such meeting. The teacher shall be entitled to have a representative of the Union or a person of his/her choice present.
- 10.3 In the event that a teacher's work or conduct is alleged to be unsatisfactory, a conference shall be held as soon as possible between the principal and the teacher. Each may submit written statements summarizing the conference for placement in the teacher's personnel file.
- 10.4 A reduction in teachers shall be defined as a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service.
- 10.5 Criteria for Retention of Teachers
- A. The District will perform all reductions in force in accordance with the *Illinois School Code*.
- 10.6 Recall Procedures
- A. When a teacher on the recall list is notified of a vacancy, the teacher shall have ten (10) working days from the receipt of the Superintendent's letter to respond by registered mail, return receipt requested. The Superintendent shall interpret no response as a refusal to accept the offered position.

- B. Any teacher subject to the recall rights as elaborated upon in this Article shall have the responsibility of keeping the Superintendent's Office informed, in writing, as to his/her current mailing address, email address, and phone number.

## **ARTICLE XI**

### **PUPIL DISCIPLINE**

- 11.1 The Administration recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teacher is responsible for maintaining discipline in the classroom.

The union will appoint at least two (2) teachers to serve on the district's Parent-Teacher Advisory Committee which meets annually to consider issues of student discipline. The district's policies regarding student discipline will be shared with teachers no later than fifteen (15) days after the start of each school year.

- 11.2 Procedures for suspension and expulsion of students should be distributed annually to students, teachers and parents.

- 11.3 When a student's behavior is disruptive to the learning environment, the teacher shall initiate a referral to the District MTSS process.

If a Teacher has followed the procedures outlined in the MTSS process, as identified in the MTSS Guidebook, the teacher shall receive a written progress report of the status of the referral and periodic updates thereafter if not resolved.

- 11.4 When a teacher has been assigned one or more students independently evaluated by the teacher and the MTSS team as having serious behavioral problems, the building principal will make efforts to alleviate the problem. Each teacher shall be given copies of appropriate referral forms for their use at the beginning of the school year. The teacher may request additional forms when needed.

## **ARTICLE XII**

### **TRANSFER, PROMOTIONS AND SUMMER EMPLOYMENTS**

- 12.1 Teachers may be transferred from school to school or level to level. Levels are defined as Primary (K-2), Intermediate (3-5), and Upper level (6-8). When a transfer occurs and there is more than one teacher with the same credentials and qualifications, consideration will be given to transferring the teacher with the least amount of seniority first. Transfers shall take place after a conference between the teacher and Superintendent or his/her designee where the reasons for the transfer will be explained in writing and discussed. The conference with the teacher shall take place within five working days of notification to the

teacher of the transfer. If notification to the teacher is sent after the last school day of the school year, then the conference will take place within 10 calendar days of notification, if possible. The teacher may request the presence of the Union President or designee at the conference. If a teacher is transferred for two (2) consecutive years, the second transfer will occur with the teacher's permission unless said transfer is caused due to a school closure, due to a construction project which does not permit the teacher to stay in his/her school, or is due to a district need. Under these circumstances, a transfer without consent will be permitted. The teacher shall be given a written reason for the transfer.

- 12.2 A teacher request for a transfer shall be honored, when it is consistent with the needs of the District, as determined by the Board.
- 12.3 Any professional position to be created by the Board shall have a specific job description and job specification and shall be posted at least five (5) working days before the filling of such position(s) on the District's website and by email to bargaining unit members. Qualified internal candidates, as determined by the Board, may be considered for an interview.
- 12.4 Summer school employment shall be on a voluntary basis. Notice of application for summer school positions shall be posted in each attendance center and the District Office. Teachers shall have five (5) working days from the time of the posting to submit an application for a summer school position. The selection process for available positions shall be based on the two most recent summative evaluations, with at least a rating of "satisfactory" required, attendance, and the recommendations of principals. A teacher may submit a written appeal to the Superintendent or his/her designee, if he/she is not selected for a summer school position. The hourly wage rate for summer employment is attached as Appendix A.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### 13.1 A. Definition

A grievance shall mean a complaint by a teacher, group of teachers or the Union that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

#### B. Statement of Basic Principles

- (1) All discussions that occur during the meetings required by these procedures shall be kept confidential.

- (2) A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

The above is not intended to apply to situations totally unrelated to the grievance procedure.

- (3) The failure of a teacher or the Union to act within the time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by the parties through written mutual agreement.
- (4) A teacher or group of teachers has the right to be present during stages of a grievance and to be represented by a representative of the Union.
- (5) If the Union is not represented in the grievance procedure, the administrator making the decision will notify the Union, in writing, of the resolution of the grievance at each level. Such resolution shall not be inconsistent with the terms of this Agreement.
- (6) Hearings held under this procedure shall be conducted at a time and place which will afford a fair and equitable opportunity for all persons, including witnesses, entitled to be present to attend. Should the processing of any grievance require that a teacher be released from his/her regular assignment, said teacher shall be released without loss of pay or benefits.
- (7) All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (8) All references to days shall mean school days, except during the summer, winter and spring breaks when time limits shall consist of work days.

## 13.2 Procedure

### A. First Stage

A teacher (or teachers) with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through a building Union representative, with the object of resolving the matter informally. No grievance shall be entertained or processed unless it is submitted within fifteen (15) days after the act or condition which is the basis for the grievance.

### B. Second Stage (Building Principal)



The aggrieved teacher shall, after talking the matter over informally, file the written grievance and discuss the matter with his/her principal or immediate supervisor in the presence of a Union Building Representative with the object of resolving the question. The filing of a grievance at the second stage must be within ten (10) days of the informal discussion of the grievance. The decision at the second stage must be in writing and given to the grievant and the Union within ten (10) ~~school~~ days of the filing of the grievance.

C. Third Stage (District Superintendent)

In the event that a grievance has not been resolved at the second stage, the aggrieved teacher or his/her Building Union Representative shall file the grievance within ten (10) days of the principal's written decision or answer at the second stage. One copy shall be filed with the Superintendent.

Within ten (10) days after such written grievance is filed, the aggrieved, the representative of the Union Grievance Committee, the principal of the aggrieved's school and the Superintendent shall meet to resolve the grievance. The Superintendent shall give his/her written decision or answer to the grievant and the Union within ten (10) days of this third stage grievance meeting.

D. Fourth Stage (Board of Education)

If the grievance cannot be settled at the third stage, the grievance shall be submitted to the Board of Education to be considered at its next regularly scheduled meeting, unless an earlier or later date is agreed by all parties, provided that the grievance is received ten (10) days prior to the scheduled date of meeting. The aggrieved and the Grievance Committee shall have the right to represent a written brief to the Board before they argue the case orally. The Board shall give its written decision, if any, to the aggrieved and the Union within ten (10) days of the hearing before the Board.

E. Fifth Stage (Arbitration)

If the grievance is not resolved by the Board and the Union within ten (10) days of the hearing before the Board (fourth stage), the Union may, at its discretion, demand that the matter proceed to impartial arbitration. Such a demand shall be submitted in writing to the Board within ten (10) days following the Board's written fourth stage decision. If the parties cannot mutually agree on an arbitrator within twenty (20) days of the Union's demand to arbitrate, the matter will be submitted to the American Arbitration Association under the Voluntary Arbitration Rules. The decision or award by the arbitrator shall be binding on both

the Union and the Board in determining the interpretation of this Agreement. The cost of the arbitration shall be shared equally by both parties.

### 13.3 General Conditions

- A. Time limits may be extended by written mutual agreement.
- B. Upon mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

## ARTICLE XIV

### LEAVES

- 14.1 All members of the bargaining unit shall be entitled to thirteen (13) days of sick leave with pay during each school year.

Unused sick leave may be accumulated without limitation for certified employees.

- A. Definition of Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or for birth, adoption or placement for adoption. Immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, step-parents, nieces and nephews, and legal guardians. Disabilities arising out of pregnancies and childbirth are to be handled in the same manner in which other physical disabilities are handled in the District. Accordingly, the teacher is entitled to receive sick leave pay pursuant to this Article for disability relating to pregnancy and childbirth only for those days when the teacher is physically incapable of teaching. While on child care leave, teachers may not receive sick leave payments.

- B. A pregnant teacher shall be permitted to work as long as her physician deems her physically able.
- C. Statement of Accumulated Sick Leave Days

At the beginning of the school year, each teacher shall be given a statement of the number of his/her accumulated sick leave days.

#### 14.2 Personal Leave

Each teacher shall be entitled to three (3) personal leave days per year. Personal leave shall be used for personal business which cannot be transacted at any time other than the school day. The building administrator shall be notified forty-eight (48) hours in advance of absence whenever possible. No personal leave shall be granted during the first two (2) weeks and the last two (2) weeks of school, nor on any day before or after a vacation day or holiday, except in case of a circumstance beyond the teacher's control. No reason need be given for personal leave. Unused personal leave days shall be converted to sick leave at the end of the school year.

#### 14.3 Child Care Leave

- A. Upon written request, any teacher shall be granted child care leave without pay.
- B. Leave shall be granted for a period of time which shall not exceed one (1) year following the birth of the child. Such leave may be extended upon request and at the discretion of the Board or Superintendent. At the teacher's option, child care leave may begin immediately following pregnancy disability leave. However, a teacher who does not request a child care leave may resume his/her job as soon as his/her doctor determines that he/she is physically able to return.
- C. A teacher who requests and is granted a child care leave shall return to work only at the end or beginning of a school semester. A teacher who requests to return to work prior to the end of the scheduled leave may do so if a position becomes available.

#### 14.4 Other Leaves for Teachers

Upon written request, the Board may grant several kinds of leaves without pay to a requesting teacher. These leaves may be up to one (1) year in length and any extension is at the Board's discretion.

Any employee granted leave without pay shall not suffer a break in service because of the leave, but shall not accrue any seniority while on leave. Any employee returning from such leave shall be reinstated with seniority and commensurate salary as of the commencement of the leave. Any employee returning from such leave shall give written notice to the Superintendent's Office by March 1; the failure to provide such notice by March 1 shall constitute a resignation.

The extended leaves without pay discussed herein are as follows:

- A. General Leave -- May be granted by Board for up to one (1) year without pay for personal reasons.
- B. Academic Leave -- May be granted by Board for up to one (1) year for the purpose of study.
- C. Union Leave -- May be granted by Board for up to one (1) year to pursue Union business.
- D. Temporary Leave -- May be granted by Board up to one (1) year for personal or business matters, but may not be granted for the first and last week of school nor immediately prior to or following a school holiday.

#### 14.6 Union Leave

In the event that the Union desires to send representatives to local, state or national conferences; these representatives may be excused without loss of pay subject to the recommendation of the Superintendent and approval of the Board. No such leave shall exceed two (2) days and shall not exceed two (2) teachers per year. The Union must pay for the substitute teacher employed to cover the union member(s)' leave.

#### 14.7 Sick Leave Bank

- A. The Sick Leave Bank is a voluntary bank of Members' sick leave days administered by the Union's Sick Leave Bank Committee, which may be used for serious illness, injury and/or hospitalization and only by participating Members. The Board and Union agree that the Board shall, pursuant to the direction of the Union's Sick Leave Bank Committee, accept donations of Member's sick leave days to the Sick Leave Bank, shall hold these days, and further, pursuant to the direction of the Union Sick Leave Bank Committee, and to the availability of days in the Sick Leave Bank, distribute days from the Sick Leave Bank. The Union is authorized to promulgate rules and regulations concerning the administration of the Sick Leave Bank provided that the following rules apply: (1) the maximum number of days which may accumulate is twice the number of members, (2) the days are only available after exhaustion of all accrued sick and personal leave and (3) no employee shall be entitled to more than 20 school days in one school year.
- B. The West Harvey Council, AFT Local 604, shall indemnify and hold harmless the Board, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this provision or the consequences therefor or that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provision.

- 14.8 When a teacher returns from an unpaid leave of absence, the teacher shall be reinstated with seniority and position on the salary scale as of the commencement of the leave. In the event that a teacher prefers to return prior to the beginning date of a marking period, the teacher shall contact the Superintendent to determine a possible assignment. However, it is recognized that teachers may be assigned their original position if the identified position for the returning teacher is held by different day-to-day substitutes.
- 14.8 In the event of a paid leave of absence during a school year, the teacher shall return to his/her former position. If a leave continues into the following school year, the teacher may return to his/her former position if it is available, depending on district needs.
- 14.9 Bereavement Leave  
All teachers shall be allowed up to a total of six (6) days absence per school year, up to three (3) days per occurrence, without loss of pay, for the death of a member of the immediate family or household. The immediate family will be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, step-parents, nieces, nephews and legal guardians.
- 14.10 Workers' Compensation Leave  
A teacher who is receiving workers' compensation may, at the teacher's discretion and after informing the Business Office of said election, utilize one-third (1/3) day of the teacher's accumulated sick leave for each day that the teacher is receiving workers' compensation benefits where the use of sick leave would otherwise be allowed for the day.
- 14.12 Teachers are encouraged to engage in effective professional activities, including attendance at workshops and seminars. All Workshops and seminars and their related costs will be pre-approved at the discretion of the Board. If approval is granted, fees and expenses will be paid and reimbursed by the Board accordance with District regulations. Teachers may request professional leave at no loss of pay to attend professional development activities not approved for cost reimbursement.

## ARTICLE XV

### SALARY AND FRINGE BENEFITS

- 15.1 Any additional workday requested by the Superintendent or his/her designee shall be voluntary on the part of the teacher. Any teacher who is requested by the Superintendent or his/her designee to spend any additional day (s) at work for the District shall be paid at the rate of 1/185th of his/her yearly salary per day, except in those cases where funds from federally funded projects or other outside sources limit per diem to a lesser figure. In

those cases, teachers shall be paid the allowable rate. Non-tenured teachers and newly hired teachers, shall attend, without extra pay, two (2) additional service days as scheduled by the Superintendent.

- 15.2 Tenured teachers may request approval to undertake graduate coursework for the purpose of tuition reimbursement and/or salary advancement by completing and submitting the "Coursework Approval Form" (Appendix D) to the Superintendent or his/her designee for consideration of Board pre-approval. Such coursework must be taken at a nationally accredited institution and in a subject area related to the teacher's current assignment or otherwise of value to the District. Additionally, in order to be eligible for a tuition reimbursement as set forth herein, the teacher must earn a grade of B or better (unless the course is a Pass/Fail course, in which case the teacher must receive a grade of Pass) and must submit an official transcript to the Superintendent or his/her designee within one (1) year of the completion of the pre-approved course with said payment being made in the school year following the submission of the official transcript. Failure to submit the official transcript within this one (1) year period shall cause the teacher to forfeit the teacher's eligibility for salary movement under this Section and/or the teacher's eligibility for tuition reimbursement. The Board of Education will act to approve or deny a tuition reimbursement request within sixty (60) days of its receipt by the District Superintendent.

Tenured teachers may apply for tuition reimbursement for no more than six (6) hours of graduate coursework per school year at a total of Two Thousand Five Hundred Dollars (\$2,500) per employee (not to exceed actual costs of tuition only). The Board will make Twenty-Five Thousand Dollars (\$25,000) available annually for teacher tuition reimbursement. The Board of Education will provide the tuition reimbursement to the first ten (10) teachers who are approved each school year to receive the tuition reimbursement unless a teacher has received the tuition reimbursement in the previous school year. If a teacher has previously received the tuition reimbursement, that teacher will not be eligible for a tuition reimbursement in the following school year unless fewer than ten (10) other teachers apply for the same. If the Twenty-Five Thousand Dollar (\$25,000) allotment is not utilized in any given school year, those funds shall not rollover or be eligible for tuition reimbursement in the following school year.

When a teacher has completed sufficient approved graduate coursework (or approved graduate/undergraduate coursework to add an approved endorsement) as defined in this Section in order to be eligible for a higher salary, the salary increase shall be made at the beginning of the next contractual year or the beginning of the second semester provided the official transcripts are provided to the District no later than September 1 or January 31 respectively. Transcripts provided for the purpose of tuition reimbursement shall meet this requirement. Only one (1) movement per school term shall be allowed. Any teacher who achieves salary movement under this provision during the life of this contract will receive the following salary increase in addition to the amount specified in Paragraph 15.17 for increases made at the beginning of a contractual year.

Addition of Approved Endorsement                      \$1,000

Movement from BA to MA	\$3,000
Movement from MA to MA+30	\$3,000

The salary adjustment will be added first and then the salary increase as specified in Paragraph 15.17 will be made.

Any teacher electing to receive a tuition reimbursement under this Section agrees to remain an employee of the District for two (2) full school years following the school year in which the required submission of an official transcript for tuition reimbursement is provided to the Superintendent. If a teacher voluntarily leaves the employment of the Board of Education or is terminated for cause in the school year immediately following the submission of the required submission of an official transcript for a tuition reimbursement, the teacher shall be obligated to repay the full amount of the reimbursement provided. If a teacher voluntarily leaves the employment of the Board of Education or is terminated for cause after teaching between one (1) and two (2) full school years after submission of the required submission of an official transcript for a tuition reimbursement, that teacher shall repay half of the tuition reimbursement provided back to the Board. In order to receive the reimbursement, the teacher shall execute an addendum agreement warranting that the teacher will execute any and all necessary documentation to repay the amounts owed as set forth herein either through a payroll deduction or other agreed payment plan. The addendum will further obligate the teacher to pay any and all costs and fees, including reasonable attorneys' fees, expended by the District in collecting the amounts owed should the teacher fail to make the payment required by this Section.

- 15.3 The Superintendent shall grant new teachers with previous documented teaching experience up to ten (10) years' credit for such prior experience. Up to ten (10) years' experience credit may be provided to social workers, speech language therapists or nurses for experience in non-educational settings performing a similar service. For each year of credit granted, the employee shall be given a two (2) percent increase from the base salary set forth in Section 15.17. In the event this restriction prevents the filling of any position, the Superintendent and the Union president will discuss any change necessary to fill such position(s).
- 15.4 Salary will be paid to the teachers in twenty-one (21) or twenty-six (26) pay periods. Any balance in the Board's contractual salary due to a teacher not returning to the District shall be paid on the last day of the school term unless otherwise provided by the written consent of the teacher. The first paycheck of the new school year will be issued no later than the Friday of the third full week in August.
- 15.5 All teachers must agree to take six (6) clock hours of computer science on site in the areas of attendance, class work and E grades during staff development or articulation day.
- 15.6 Insurance



- A. The Board shall provide, a Board expense, a \$50,000 term life insurance policy on each employee. The employee shall designate the beneficiary.
- B. The Board shall pay ninety-five percent (95%) of the cost of the premiums for the individual employee's coverage of major medical and hospital insurance for each member of the bargaining unit. Bargaining unit members may purchase family coverage at their own expense. A teacher may change the status of coverage needed at any time during the school year in accordance with the insurance coverage policy.

Teachers who elect dependent coverage, as per the terms and conditions of said group insurance plan on or before the first day of each school year, may, at any time, elect that the Board remit for him/her during said school year, to the insurance carrier, a sum equal to the premium for the dependent coverage elected. Said election shall be made on an annual basis.

The amount of gross wages due a teacher in the form of salary shall be the sum specified by the Agreement less the payment by the Board, paid in installments as otherwise provided herein, required by law or as authorized by the teacher pursuant to the Collective Bargaining Agreement.

The teachers shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death of the insured dependents. This provision is intended to constitute a cafeteria fringe benefit plan under IRS Section 125.

The Board does not warrant that the deduction made in the amounts as listed for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such, the Union and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents and its employees from any and all claims, demands, action, complaints, suits, assessments or deficiencies or other liabilities by reason of the payments of dependent insurance premiums to the provision of the section.

- C. Board certified employees will fund a dental program on payroll deductions subject to voluntary participation by a sufficient number of employees. No contribution shall be required of the Board other than to process payroll deductions. The Board further agrees to shelter employee contributions to the extent possible under Internal Revenue Service Rules and Regulations.
- D. An optional program will be placed in the new Agreement, if such a program can be developed, with the cost to be paid by the employees in monthly deductions if so authorized by each employee.

- E. Insurance Committee: The District Insurance Committee will consist of not more than three (3) representatives from the Board, one of whom will be the Superintendent or his/her designee; not more than three (3) representatives from the Teachers' Union and not more than three (3) representatives from the Support Staff Union. The Superintendent or designee will convene meetings annually to review insurance cost data, claims history, cost projections and other information necessary to evaluate options for providing the best insurance plan possible while controlling insurance expenses. The Committee shall not have the authority to alter benefit or premium levels; but shall report findings and recommendations to the Board, the Unions and other constituent groups. Any changes to the District's insurance plans need to be approved by the Board of Education and the Unions.
- 15.7 Teachers new to the District who elect Board-provided insurance coverage shall be given all medical forms at the time they complete other payroll documents. Teachers shall receive a signed and dated receipt after turning in all completed medical forms to the Administration.
- 15.8 Teachers, when using their personal automobile, shall be paid the current IRS rate per mile that is in effect for all required travel between King/Parks, District Office and Lincoln on District business provided that appropriate documentation to support the reimbursement is proved.
- 15.9 All teachers who are required to travel on school business, upon submission of expense vouchers, shall be reimbursed for parking expenses and tolls incurred during such travel.
- 15.10 Any teacher who retires shall be allowed to remain in the District's group insurance programs at his/her own expense.
- 15.11 All compensation paid in addition to a teacher's yearly salary shall be paid to the teacher in a separate check on a semi-annual basis.
- 15.12 The Superintendent shall grant new speech therapists, nurses and social workers with documented previous private sector experience up to a total of (10) years' credit.
- 15.13 Newly hired certified employees who hold certifications in the areas of behavior disorders, special education early childhood, speech language services, social work services and guidance counseling, and who are employed in the areas of the foregoing certifications, may receive a one-time hiring stipend of five hundred dollars (\$500.00) for each year of experience that they are placed on the salary schedule up to a maximum of ten (10) years of experience payable at the end of the school year.

Any employee electing to receive this stipend agrees to remain an employee of the District for three (3) full school years. In order to receive the stipend, the employee shall execute an addendum agreement warranting that if he/she voluntarily leaves the

employment of the Board of Education or is terminated for cause within three (3) school years, he or she will execute any and all necessary documentation to repay the amounts owed herein either through a payroll deduction or other agreed payment plan. The addendum will further obligate the employee to pay any and all costs and fees, including reasonable attorneys' fees, expended by the District in collecting the amounts owed should the employee fail to make the payment required by this Section.

15.14 In the event a teacher is hired, based on prior experience and educational attainment, at a salary higher than provided under Section 15.3, the teacher will be paid at the salary of a similarly situated teacher (based upon experience and educational attainment) or as otherwise agreed by the Superintendent and Union President.

15.15 For each year of this contract, teachers will receive:

2022-2023	6% increase over the 2021-2022 salary
2023-2024	5% increase over the 2022-2023 salary
2024-2025	4.5% increase over the 2023-2024 salary
2025-2026	4.5% increase over the 2024-2025 salary

In addition, it is agreed that the following starting salaries shall be in effect:

	BA	MA	MA+30
2022-2023	\$42,099	\$43,799	\$46,016
2023-2024	\$43,993	\$45,770	\$48,087
2024-2025	\$45,863	\$47,715	\$50,131
2025-2026	\$47,812	\$49,743	\$52,261

15.16 Extra Duty Committee

The Board and the Union agree to create an on-going Extra Duty Committee for the following purposes.

1. Develop, review, and revise job descriptions for all existing and proposed co and extracurricular positions and additional duty positions.
2. Review and recommend the monetary award for each position.
3. Develop a process for:
  - a. Establishing the minimum requirements to sustain each existing and new position.
  - b. Petitioning for the addition of new positions.

- c. Petitioning for the review of position monetary awards.
  - d. Deleting or modifying positions.
  - e. Making recommendations to the Board for the above tasks.
4. Making recommendations to the Superintendent regarding staffing levels for each position.
  5. Recommend a schedule for the inclusion of these positions in the collective bargaining agreement.

The Committee shall consist of the union president or his/her designee and two additional teachers, one each from the elementary school and middle school levels; the superintendent or his/her designee; and two additional administrators appointed by the superintendent.

Additional resource persons may be added as the Committee deems necessary.

In the year preceding formal contract negotiations, Committee recommendations will be made to the negotiating teams for consideration prior to the commencement of negotiations. In all other years, Committee recommendations will be made to the Board of Education.

The extra duty positions shall be offered initially to qualified bargaining unit members. If there are no qualified bargaining unit applicants, then the position(s) shall be offered to qualified bargaining unit members covered by the AFSCME contract at the same rate of pay. If there are no qualified applicants from either bargaining unit, then the position(s) shall be open to qualified non-District employees at the same rate of pay. There is no tenure in any extra duty position and the Board at its sole discretion can replace any appointee in an extra duty position at any time, on a year to year basis.

The decision to fund the extra duty positions lies solely with the Board. The Board at its sole discretion may at any time increase or decrease the number of funded positions and determine the amount of said funding.

The current extra duty positions and the stipend for each position is attached as Appendix B.

#### 15.17 Union/Management Meetings

The Superintendent or his/her designee shall meet at least once a month during the months of September through May with Union leadership at a mutually agreed upon times to discuss matters relating to the implementation of this Agreement, and/or other matters of mutual concern.

## ARTICLE XVI

### TERMS OF AGREEMENT

#### 16.1 No Strike Clause

The Union agrees not to engage in any strike, work stoppage or slowdown during the term of this Agreement.

#### 16.2 Savings Clause

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

#### 16.3 Duration Clause

This Agreement shall be in full force and effect from July 1, 2022 to June 30, 2026, and shall continue in full force and effect from year to year thereafter, subject, however, to the following: when, in the year that the contract expires, either party desires to negotiate changes or revisions in this Agreement, written notice shall be served upon the other party prior to March 1 advising that such party desires to revise or change the terms or conditions shall take any action in violation or inconsistent with any provisions of this Agreement.

## ARTICLE XVII

### RETIREMENT INCENTIVES

- 17.1 For any teacher who gives notice to the Board of Education of an irrevocable intent to retire by February 1 of the year set forth below or as otherwise set forth below, said teacher shall be entitled to a retirement credit and a salary adjustment as specified.

In order to be available and eligible for such benefits, a teacher must have taught for twenty (20) years in School District #147 or rendered twenty (20) years of active service interrupted by agreed upon leaves of absences, unpaid or paid in School District #147 and must otherwise qualify for retirement under the Teachers' Retirement System.

For a teacher who serves notice on the Board of Education of an irrevocable intent to retire, said notice should be received by February 1 prior to the beginning of the first school year in which the teacher will receive the incentive not to exceed a total of three (3) years of six percent (6%) salary increases. Said teacher shall receive in lieu of the negotiated salary increase for the year(s) in question a total increase in salary of six (6) percent greater than the preceding year.

Other than as described herein, the teacher will not accept new extra duty or stipend positions and will not be eligible for compensation for performing the same after the February 1 notice described above is given.

The Board may limit participants each year who may avail themselves of this provision equal to thirty percent (30%) of those who are eligible; it may exceed such limit without establishing past practice or precedent. Unused eligibility shall roll over each year.

- 17.2 In the event a full-time teacher has sufficient accumulated sick leave without credit for sick leave bank allotment, such that it exceeds the number of days that he/she may use towards TRS retirement, in accordance with the regulations of the appropriate provisions of the Illinois Retirement Act, the teacher shall be compensated for the extra unused sick days at the rate of thirty dollars (\$30) per day for each day over 340-day accumulation. Reimbursement shall be paid subsequent to the teacher receiving his/her last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement. It is intended for this payment to qualify as a post-retirement incentive payment which is not to be considered creditable earnings as defined by the Pension Code.

DATED at Harvey, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_.

WEST HARVEY-DIXMOOR SCHOOL DISTRICT NO. 147

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President, Board of Education

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Secretary, Board of Education

AFT LOCAL 604  
WEST HARVEY FEDERATION OF TEACHERS  
IFT-AFT/AFL-CIO

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President, West Harvey Council  
AFT Local 604

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Vice President, West Harvey Council  
AFT Local 604

## **APPENDIX A**

### **SUMMER SCHOOL**

All teachers shall receive \$36.00 per hour in 2022-23, \$37.00 per hour in 2023-24, \$38.00 per hour in 2024-25 and \$39.00 per hour in 2025-26.



**APPENDIX B**

**EXTRA-CURRICULAR ACTIVITIES SCHEDULE**

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Middle School Sports	\$2,000	\$2,100	\$2,200	\$2,300
Middle School Drama	\$2,000	\$2,100	\$2,200	\$2,300
Band	\$2,000	\$2,100	\$2,200	\$2,300
Choir	\$2,000	\$2,100	\$2,200	\$2,300
Assistant Coach/Sponsor	\$1,000	\$1,050	\$1,100	\$1,150
Other Approved Clubs & Activities	\$1,500	\$1,600	\$1,700	\$1,800
Curriculum Writing Committee	\$36 / hour	\$37 / hour	\$38 / hour	\$39 / hour
After School Tutorial	\$36 / hour	\$37 / hour	\$38 / hour	\$39 / hour
Homebound	\$36 / hour	\$37 / hour	\$38 / hour	\$39 / hour
Student Council	\$2,000	\$2,100	\$2,200	\$2,300
Athletic Director	\$3,000	\$3,100	\$3,200	\$3,300
Supervising a Student Teacher	\$250 (per student teacher, per year of the Agreement)			
Supervising an Intern	\$500 (per intern, per year of the Agreement)			

Mentor Teacher—compensated per the Mentoring Program plan agreed to by the parties.

\* District 147 is not required to offer any extra-curricular activities. All extra-curricular activities, to the extent that they are offered, shall be posted for ten (10) days before filling the position. All such extra-curricular activities will be offered to qualified teachers in West Harvey-Dixmoor School District No. 147 before awarding such to non-bargaining unit members.

\* Extra-Curricular and Extra-Duty Stipends shall be paid according to the following schedule:

1. The first half of the payment will be received in the last payroll in December
2. The second half of the payment will be received in the last payroll in May

In order for the full payments to be made, the employee is expected to complete all responsibilities and activities associated with the Extra-Duty position during each semester.

Duties for Extra-Curricular positions will be determined by the administration.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between  
the West Harvey Board of Education, District 147,  
and the West Harvey Teachers Council, AFT Local 604

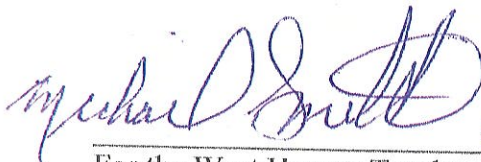
This Memorandum of Understanding coincides with the term of the Collective Bargaining Agreement in effect from July 1, 2022 to June 30, 2026.

The parties agree that beginning with the 2022-23 school year, the District shall schedule two (2) Early Release days per month on alternating Wednesdays in September through May.

The purposes of these Early Release days shall include, but not be limited to Professional Development and Team Planning.

On such Early Release days:

1. Students shall be dismissed at 12:25 p.m.
2. Teachers shall have a lunch break until 1:00 p.m.
3. Teachers will remain until 4:00 p.m. and will be compensated for their time beyond the workday at the Curriculum Committee hourly rate in the parties' Collective Bargaining Agreement in Appendix B once their four-and-one-half (4 ½) hours of unpaid Professional Development time provided for in Section 5.5, Part B of the Agreement have been fulfilled.

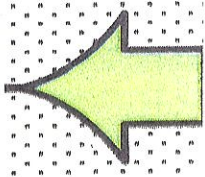
 6.22.23

For the West Harvey Teachers Council  
AFT Local 604

For the West Harvey Board of Education

Date:

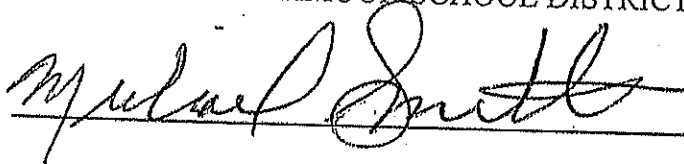
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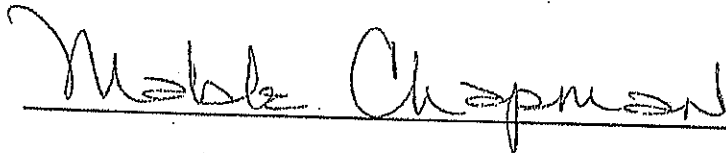
Illinois Retirement Act, the teacher shall be compensated for the extra unused sick days at the rate of thirty dollars (\$30) per day for each day over 340-day accumulation. Reimbursement shall be paid subsequent to the teacher receiving his/her last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement. It is intended for this payment to qualify as a post-retirement incentive payment which is not to be considered creditable earnings as defined by the Pension Code.

DATED at Harvey, Illinois, this 27 day of June.

WEST HARVEY-DIXMOOR SCHOOL DISTRICT NO. 147



President, Board of Education



Secretary, Board of Education

AFT LOCAL 604  
WEST HARVEY FEDERATION OF TEACHERS  
IFT-AFT/AFL-CIO

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President, West Harvey Council  
AFT Local 604

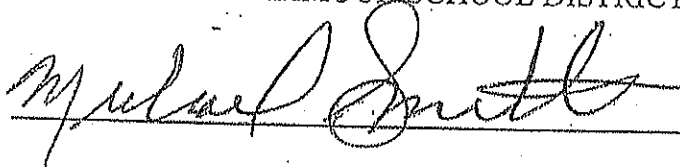
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Vice President, West Harvey Council  
AFT Local 604

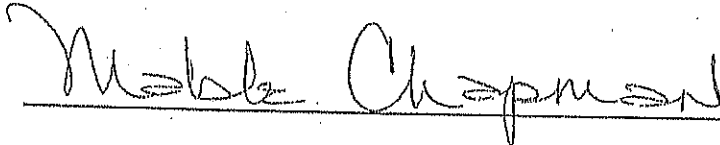
Illinois Retirement Act, the teacher shall be compensated for the extra unused sick days at the rate of thirty dollars (\$30) per day for each day over 340-day accumulation. Reimbursement shall be paid subsequent to the teacher receiving his/her last paycheck and after July 1 (after all creditable earnings are reported to TRS) but in no case later than September 1 following the year of retirement. It is intended for this payment to qualify as a post-retirement incentive payment which is not to be considered creditable earnings as defined by the Pension Code.

DATED at Harvey, Illinois, this 27 day of June.

WEST HARVEY-DIXMOOR SCHOOL DISTRICT NO. 147

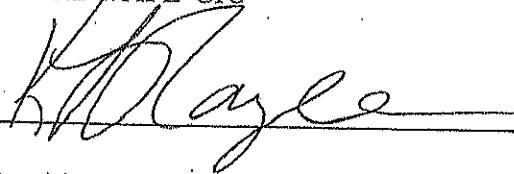


President, Board of Education

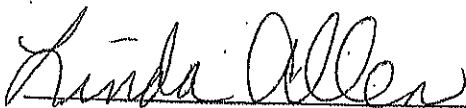


Secretary, Board of Education

AFT LOCAL 604  
WEST HARVEY FEDERATION OF TEACHERS  
IFT-AFT/AFL-CIO



President, West Harvey Council  
AFT Local 604



Vice President, West Harvey Council  
AFT Local 604