

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION OF ATWOOD
HEIGHTS SCHOOL DISTRICT 125**

AND THE

DISTRICT 125 EDUCATION ASSOCIATION, IEA/NEA

2021-2022
2022-2023
2023-2024

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1. INTRODUCTION

A. AGREEMENT

1. This Agreement is entered into by and between the Board of Education of Atwood Heights School District 125, Cook County, Illinois, (the "Board"), and the District 125 Education Association IEA/NEA, (the "Association") which is hereby recognized as the sole and exclusive collective bargaining agent for the licensed personnel of District 125.
2. This Agreement includes all full or regular part-time ISBE-licensed personnel, hereinafter referred to as "Member" or "Members". Excluded from this Agreement are the superintendent, assistant superintendent(s), principals, assistant principal(s), director(s), psychologist(s), teacher aides, administrative assistants or interns, and all non-licensed personnel.
3. Throughout this Agreement, full and regular part-time Members shall be regarded as the same and entitled to the same rights and benefits unless so stated.
4. Building Coordinators are included as Members.

B. SCOPE

1. It is the intention of this Agreement to provide an effective and continuing means of communication between the Members represented by the Association, the Board, and the Administration.
2. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.
3. This Agreement and its provisions shall terminate and supersede any that are inconsistent with the express provisions of this Agreement.

C. MANAGEMENT RIGHTS

1. The Board shall retain the exclusive and ultimate responsibility for proper management and governance of the District, as conferred upon it by the statutes and the Constitution of the State of Illinois, including, but not limited to, the responsibility and the right:
 - a. To maintain executive management and administrative control of the District and its properties and facilities.

- b. To hire all employees; to determine their qualifications, and the conditions for their employment, dismissal, layoff, or suspension; and to assign or transfer all such employees.
 - c. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students all as deemed necessary or advisable by the Board.
 - d. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction, including the selection of textbooks, teaching materials, and teaching aids of all kinds, according to current written Board policy or as amended.
 - e. To determine class schedules, class sizes, the hours of instruction, and the duties, responsibilities, and assignments of all employees with respect thereto, and with respect to non-classroom assignments.
 - f. Part-time positions will be instituted in agreement with the Association.
- 2. The Association agrees that its members, or employees covered by this Agreement shall render full and complete services to the Board and shall not disrupt, impede, or impair, the operations of the School District.
 - 3. The provisions of this Article are limited by the Articles and/or Appendices as agreed upon in this Agreement.

2. MEMBERS' AND PROFESSIONAL MEETINGS

A. FACULTY MEETINGS

Faculty meetings shall not take place during lunch in order to assure each Member a duty-free lunch period. Faculty meetings shall be held during the Member's workday. Every attempt shall be made to give notice at least one day in advance of the meeting accompanied by a written agenda. Following these guidelines, the building representative may request the principal to call a non-scheduled faculty meeting to discuss a specific topic(s).

B. WORKSHOPS

Pre-planning of workshops shall be a joint effort of a faculty and Administration committee.

C. ASSOCIATION BUSINESS

Official Association business can be transacted on school property. The use of available facilities will be by approval of the building principal.

It shall be at the discretion of the building principal to permit Members to leave the building following final student dismissal for duties attendant to professional or Association responsibilities. The Association shall have the right to distribute materials to school personnel through the use of the school mail service and mailboxes.

Members, upon request following the normal procedure established in Board policies, shall have the right to the use of school buildings for meetings. In the event of an emergency, every attempt shall be made to accommodate the request.

The Board agrees to make available to the Association, upon written request, a copy of the following items:

1. Annual Budget
2. Auditor's Report
3. Board Minutes
4. Assessed Valuation Figures
5. State Evaluation Reports
6. Other non-confidential reports.

D. SCHOOL CALENDAR

Prior to the formal adoption of the school calendar by the Board, the Association will be given the opportunity to provide written recommendation to the superintendent with respect to the proposed school calendar. A copy of the school calendar will be included in the Appendix as a non-negotiable item and solely for information.

3. LEAVE PROVISIONS

A. SICK LEAVE

1. A total of fifteen (15) sick leave days with full pay shall be granted per school year. Fifteen (15) sick leave days shall be added to the prior year's ending total. Days used will be deducted from the current number. Days not used will continue to accumulate at the end of the year. Such sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, and legal guardians. The funeral of aunts, uncles, cousins, in-laws of the Member and/or their spouse will be included in sick leave.
2. The Board, in cooperation with the Association, shall establish a Sick Leave Bank, subject to the following guidelines:
 - a. The intent of this Bank is to provide extended sick leave to those Members who have been employed in the District for two full years or more, and who incur a period of prolonged illness, injury, or hospitalization. Prolonged illness, injury, or hospitalization shall mean a minimum of ten (10) consecutive working days after exhaustion of sick and personal leave.
 - b. The Board shall allow Members to contribute one sick day to the Sick Leave Bank per year.
 - c. Contribution of one sick day per year is the minimum requirement for a Member to be eligible to utilize this Bank.
 - d. If a Member so desires, he or she may contribute more than one day per year to the Sick Leave Bank. A Member leaving the District may contribute two year's unused sick leave to the Bank if the sick leave has not been used for retirement or reimbursement.
 - e. Notification of voluntary contribution shall be made by each Member by October 1 of each year, at which time, the sick leave day(s) will be deducted from the Member's sick leave.
 - f. Days in the Sick Leave Bank, if unused will accumulate each year.
 - g. A Member receiving days from the Sick Leave Bank shall not be required to pay back the number of days used from the Bank.

- h. No one will be able to withdraw days from the Bank until after their own accrued sick and personal leave days have been depleted.
 - i. The request for Sick Leave Bank days must be presented in writing and contain a doctor's written verification of the illness.
 - j. Drawing from the Bank will require approval from the Executive Board of the Association. The Executive Board consists of the president, vice president, treasurer, and secretary. A majority of those voting on the request to use the Bank must approve the request to have it accepted. The superintendent will be informed of all requests and the following action of the Executive Board of the Association. The maximum number of days that can be used per illness is 181.
 - k. Upon retirement, unused donated days may be retrieved and added to the Member's total accumulated sick leave, solely for the purpose of obtaining an additional full year of service credit from TRS; no such unused donated days may be retrieved for any other purpose. No retrieval shall be permitted to the extent that it would result in a Member having any fractional year of additional service credit. If a Member's annuity is subsequently reconfigured by TRS based on a denial of service credit for such retrieved days, the Member shall accept the adjusted annuity, and the retrieval and denial of such retrieved days shall be non-reviewable in any forum and shall not be subject to the grievance procedure in this Agreement.
- 3. Absences due to duty-connected injury, verified by appropriate medical evidence, shall not be deducted from a Member's accumulated sick leave. In such cases, the Board shall pay the Member's full salary, less any payments received from workers' compensation, District insurance policies, or insurance provided the Member by state statute for a maximum of ninety (90) days.
 - 4. Each Member shall receive semi-annual written notification of the number of accumulated sick days and number of used sick days.
 - 5. Regular part-time Members shall receive sick leave pro-rated on the terms of employment.
 - 6. Upon leaving the District for retirement or resignation, each Member shall be reimbursed at the substitute rate of pay for their unused sick days, up to a maximum of thirty-five percent (35%) of said unused days. Provided, however, that the maximum payment that a Member may receive under this provision shall be \$7,500.00. Days used in computing retirement benefits, or which are available due to the retrieval and use of unused, donated

sick days from the sick leave bank for additional TRS service credit, shall not be reimbursed.

B. FAMILY AND MEDICAL LEAVE

1. Definitions

As used in this section:

- a. “Eligible Member” means a Member who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve months which precede the period of the requested leave.
- b. The term “academic year” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c. The term “equivalent position” shall mean any position for which an eligible Member is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible Member prior to being granted a leave under this section.
- d. Other terms shall be as defined in the *Family and Medical Leave Act* (P.L. 103-3) (FMLA) and rules and regulations promulgated by the United States Department of Labor.

2. Leaves

- a. Eligible Members shall be granted a total of twelve (12) work weeks of unpaid leave or such other amount of unpaid leave specified in the FMLA (subject to the requirements of Section 2.b. of this Article) during any 12-month period (as defined in subsection b. herein) for one or more of the following reasons:
 1. The birth of a child and to care for such child.
 2. The adoption of a child or the placement of a foster child and to care for such child.
 3. To care for a spouse, son, daughter, or parent who has a serious health condition.
 4. A serious health condition that makes the Member unable to perform their job functions.
 5. Any other reason for which leave is permitted under the FMLA.
- b. For purposes of this section, a 12-month period shall be defined as the 12-month period measured forward from the date any eligible Member’s first FMLA leave

begins.

- c. An eligible Member shall substitute accrued paid sick leave and personal leave days for unpaid leave days taken under Section 2.a. of this Article.
- d. An eligible Member shall not be required to take leave under this Section but may, instead, elect to take leave under other provisions of Article 3 for a reason which would also qualify as FMLA leave.

3. Notification

In any case in which the necessity of leave under subparagraphs 2.a.1 or 2.a.2. is based upon an expected birth or placement, the eligible Member shall provide the superintendent at least thirty (30) calendar days' notice before the date the leave is to begin, of the Member's intention to take the leave. Where, due to unforeseen circumstances, such notice is not practicable, the Member shall provide as early notice as is practicable.

In any case in which the necessity for leave under subparagraphs 2.a.3. or 2.a.4. is based upon illness or a serious health condition, the eligible Member 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 Member shall provide the superintendent with not less than thirty (30) calendar days' notice before the date the leave is to begin, of the Member's intention to take the leave. Where, due to unforeseen circumstance, such notice is not practicable, the Member shall provide as early notice as practicable. An eligible Member requesting leave under subparagraphs 2.a.3. or 2.a.4. shall, concurrently with the required notification, provide written certification from a health care provider of the reasons for the Member's request for family and medical leave.

4. End of Academic Term

If an eligible Member begins leave:

- a. more than five (5) weeks prior to the end of an academic term for a purpose other than the Member's own serious health condition, the superintendent may require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the Member would return to work during the two (2) week period before the end of the academic term; or
- b. less than five (5) weeks prior to the end of an academic term for a purpose other than the Member's own serious health condition, the superintendent may 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; or

- c. less than three (3) weeks prior to the end of an academic term, the superintendent may require the leave to extend to the end of the academic term if it is greater than five (5) working days.

5. Repealer.

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

C. PERSONAL LEAVE

1. Each Member shall be allowed up to 7 days paid leave per school year for personal, moral, or business reasons which cannot ordinarily be attended to while school is in session, without the specific reason being given. Personal days shall be deducted from the Member's accumulated sick leave days. The granting of personal leaves under this paragraph C.1. is subject to the following limitations and exclusions:
 - a. A Member requesting personal leave shall submit their written request to the principal for approval at least two (2) calendar days prior to the day of the requested leave. The principal shall indicate approval within one (1) day.
 - b. No more than two (2) Members per school shall be granted personal leaves on any one school day.
 - c. Emergency exceptions for a given reason may be arranged by the building principal.
 - d. Personal leave days may not be requested or allowed during the first and last two Member employment days of any school year, nor the day preceding or following any recess or break period of more than two (2) consecutive days (excluding weekends), including, but not limited to, the Thanksgiving, Winter and Spring recess/break periods, except for emergency leave requests as determined by the Principal.
 - e. When the school and school offices are officially closed by the superintendent, no leave day previously arranged by a Member will be deducted for such emergency days.
 - f. Any Member requesting use of more than two (2) consecutive personal days during the school year shall provide the reason for the requested leave to the Principal or their designee.

2. Requests for personal leave in excess of seven (7) days per school year may be made in writing to the principal and shall specify the reason for such additional requested leave. Such requests shall be submitted to the principal for approval or denial at least two (2) calendar days prior to the day of the requested leave. The principal shall grant or deny such request within one (1) day, at the discretion of the principal. Any such additional personal leave so granted by the principal shall be deducted from the Member's accumulated sick leave. Any decision to grant or deny such additional requested leave shall be non-precedential, non-reviewable in any forum and shall not be subject to the grievance procedure in this Agreement.

D. JURY DUTY

A Member shall experience no loss in pay or paid leave benefits because of jury duty or because the Member, pursuant to a subpoena issued by the clerk of the court and served upon the Member, attends as a witness upon trial or to have their deposition taken in any school-related matter pending in court. The Board may deduct from the Member's pay an amount equal to the amount received for such jury duty or for per diem fees to which the Member is entitled for complying with such subpoena, less any transportation expenses incurred by the Member and documented to the Business Office. Members required to appear for such jury duty, trial or deposition shall immediately provide the principal with a copy of the jury summons or the subpoena.

E. MILITARY SERVICE

The contractual continued service status of a Member shall not be affected by virtue of military induction or enlistment for military duty in any branch of the United States' armed forces. Years of military service shall be added to years of teaching experience for advancement on the salary schedule to a maximum of two (2) years.

F. ASSOCIATION LEAVE

Representatives of the Association shall be excused to attend local, state, or national conferences with no loss of salary, providing the frequency of excused leave does not impair the quality of classroom instruction as determined by the Administration. A written request must be submitted to the superintendent five (5) days prior to the date of departure. One (1)

person per building shall be granted such leave. The president or designee may be excused for two (2) days without loss of salary upon approval by the superintendent.

G. CHILD-REARING LEAVE

A tenured Member shall be granted child-rearing leave without pay or other benefits subject to the following conditions.

1. Application for child-rearing leave shall be made in writing to the superintendent at least sixty (60) days before the proposed commencement of such leave.
2. The Member and the superintendent or designee shall mutually determine the commencement and termination of the leave. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Additionally, leaves granted hereunder commencing in the school year shall be for no less than a semester.
3. Sick leave shall not be applicable during the period of child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the Member upon return to active employment in the District.
4. When a leave has been granted under this Section, tenure shall not be interrupted. The Member shall re-enter the salary schedule at the step next after that occupied at the time leave was granted.
5. The Member may maintain medical insurance by making timely payments of all premiums to the District Business Office or elsewhere as may be directed.
6. Any Member on child-rearing leave shall notify the superintendent in writing by March 1 of their intent to return to employment the following school year. Failure to notify the superintendent in writing shall constitute resignation by the Member.
7. Any Member desiring child-rearing leave as a result of becoming an adoptive or foster parent shall notify the superintendent in writing upon the later of the initiation of the legal proceedings therefore or the teacher's acceptance by an adoption/foster agency, whichever shall be applicable. Leave shall be granted upon written notification to the superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the superintendent informed of the status of the proceedings and, as soon as known, the expected day of receipt of the child.
8. Nothing in this section shall be construed as requiring any Member to apply for a child-rearing leave. A Member not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to

the delivery of the child. If such Member shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability. Such Member shall return to employment immediately following the termination of actual disability, as certified by the teacher's physician, or if the Board chooses, a physician of the Board's choice. If the Board chooses a physician, the Board will pay for the expense of the certification.

9. A tenured Member shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this Section. Eligibility for such leave shall rest upon the anticipated birth of the child or upon their planned adoption or foster placement of a child.
10. A Member granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such a waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
11. Upon return to employment from leave, the Member shall receive an available assignment consistent with their professional preparation, provided that leave status will not exempt the Member from a Reduction in Force. Placement in their previous assignment is not guaranteed.
12. To the extent that a tenured Member's temporary illness or disability under this Section also qualifies as a "serious health condition" under the FMLA and to the extent that the Member is an "eligible employee" as defined in Article 3.B. of this Agreement, the first twelve (12) weeks of a Member's leave under this Section shall also be construed as medical leave under the Family and Medical Leave provisions of Article 3.B of this Agreement. The first twelve (12) weeks of leave taken under this Section to care for a newborn child, adoptive child, or foster child shall likewise be construed as leave pursuant to the FMLA in accordance with the provisions of Article 3.B of this Agreement.

H. LEAVE OF ABSENCE

A leave of absence of up to two (2) school years without pay may be granted to any teacher. Said Member must confer with the superintendent prior to the leave for approval. Said Member must notify the superintendent by February 1 in writing for approval by the

Board. The leave of absence begins on the first day of the school year and, if approved, continues for the full second year. Emergency or exceptional cases may be considered by the superintendent and approved by the Board.

Benefits While on Leave

1. The Member may continue the District Insurance Plan by making timely payments of all premiums to the District Business Office or elsewhere as may be directed.
2. Upon return to employment from leave, the Member shall receive an available assignment consistent with their professional preparation, provided that leave status will not exempt the Member from a Reduction in Force. Placement in their previous assignment is not guaranteed.
3. Said Member shall be permitted to retain all unused sick leave accrued as of the date of the leave. No sick leave shall be accrued during the time of the leave.
4. Said teacher's tenure status shall not be impaired by virtue of the leave.
5. Experience credit for salary advancement for the year(s) for which the leave is taken will not be given.
6. Said Member must notify the superintendent in writing by March 1 of the year in which the leave is to be terminated regarding their intention to return to the District. Failure to notify the superintendent in writing shall constitute resignation by the Member.

I. SABBATICAL LEAVE

1. Purpose

The policy of granting sabbatical leaves of absence has been established for the purpose of promoting more efficient teaching and professional quality for District 125. Therefore, an application for such leave is recommended by the superintendent and approved by the Board only when, in their considered judgment, the professional competency of Members and the general efficiency of the school system will thereby be benefited.

2. Requirements

- a. Any Member who has satisfactorily completed six (6) consecutive years of teaching and/or administrative service in School District 125 may apply for sabbatical leave.
- b. A sabbatical leave may be granted by the Board to permit a Member to engage in study or study travel.

- c. A Member on leave will be expected to enroll as a full-time student carrying a full load of work at an institution of higher learning or North Central accreditation and approval.
- d. An application for sabbatical leave, including a plan for study and/or study approval as mentioned below, will then have to be approved by the building principal to whom the Member is directly responsible. This application must be filed by September 15 of the year preceding the school year for which leave is to be granted.
- e. Any study and/or study travel must be under the sponsorship of an accredited educational institution, educational agency, or educational foundation. A plan for study and/or study travel to be undertaken must be submitted in writing to the superintendent for approval.
- f. The Member must agree in writing to return to service for one full school year in the District at the expiration of the leave and shall sign a promissory note in the amount of the salary for the previous year. In the event the Member fails to return and complete service for one school year in the District at the expiration of the leave, all salary paid to the Member during that leave shall become due immediately and payable to the District, unless such return in performance is prevented by illness or incapacity. Medical proof is necessary.
- g. Incapacitation or illness experienced during the sabbatical leave immediately terminates the sabbatical agreement. Medical proof is necessary.
- h. In the event of denial, written rationale shall be provided to the Member.

3. Limitations

- a. Sabbatical leave shall be granted for one school term.
- b. The number of Members on sabbatical leave during a school term will be limited to one (1) per building. Should a building not have a Member on sabbatical leave, the filling of the District quota shall be at the recommendation of the committee with the final approval given by the Board.
- c. A Member who has been granted a sabbatical leave of absence must complete six (6) years of consecutive service before becoming eligible for another sabbatical leave.
- d. Members on sabbatical leave shall not engage in teaching or other remunerative occupations except in an instance where an assistantship or fellowship should be offered in which the experience would be directly applicable to the field in which the Member is assigned or for which he is preparing. For this exception to be granted, an

application must be filed in writing with the superintendent describing the nature of the assistantship or fellowship offered and approved by the Sabbatical Committee with final approval by the Board.

4. Selection

A committee of four (4) Members (at least one per building), two (2) principals, two (2) Board members, and the superintendent, serving as chairperson without a vote, will review the requests for sabbatical leave. Such review will commence after January 15. Based on the judgment of this committee, final recommendations for approval will be submitted to the Board for action to be taken at the March Board meeting.

5. Compensation

During absence pursuant to a sabbatical leave, such Member shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall, in no case, be less than the minimum provided by the most recent Illinois School Code or one-half of the basic salary, whichever is greater.

J. BEREAVEMENT LEAVE

A Member shall be entitled to three (3) days of bereavement leave per school year. Bereavement leave may be used for the death of a member of the immediate family or household of the Member. The “immediate family” for bereavement leave purposes shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, legal guardians, aunts, uncles, cousins, and in-laws of the Member and/or their spouse. Such bereavement leave shall be non-cumulative, and unused bereavement leave shall not be converted to any other leave. Bereavement leave may be used during the school year in which it is granted in one (1) day increments, not to exceed three days.

4. SALARY PROVISIONS

A. SALARY SCHEDULE

The Board and the Association agree to a longevity philosophy in the salary schedule. The salary schedule is printed as an Appendix to this agreement.

B. SALARY PAYMENT

Payment will be based on twenty-one (21) or twenty-six (26) payments as directed by the Member prior to the second Member workday of the school year. Payday(s) will be every other Friday as delineated in Appendix H-1 and H-2. The Board will deduct from the pay of each Member from whom it has received written authorization to do so, the required amount of local Association, IEA, and NEA dues, provided that such authorization may be revoked by the individual at any time. Such deductions shall be calculated over the first ten (10) pay periods.

C. FRINGE BENEFITS

A fringe benefit program consisting of the District Insurance Plan, Professional Education Reimbursement Plan, and a District Medical Reimbursement Plan as hereinafter defined shall be made available by the Board to all full-time Members. The Plan Year for the fringe benefit program is September 1 to the following August 31. The last day to submit requests for reimbursement for a plan year is the October 31 after the end of that Plan Year.

1. The District Insurance Plan:

- a. Full-time Members shall be provided group medical and dental insurance coverage as set forth in the E.B.C. plan commonly known as Plan 1, or as set forth in the HMO plan(s) offered by the Board. The Board shall pay a portion of the premiums for single, dependent, and family coverage under said plans as set forth in subsection b. below. If the Member's spouse or dependents are not insured by another group family plan, the Board of Education will make available a family coverage plan for Group Medical and Dental Insurance. The Board shall also pay the premiums for Life Insurance, and Accidental Death and Dismemberment Insurance, \$50,000 coverage ("Life and AD&D Insurance"). For insureds age 70 and over, the amount of such coverage is subject to automatic reduction. Upon an insured's attainment of age 70, the amount of such coverage will be reduced by 50%. This reduction also applies

to insureds age 70 or over on their “Individual Effective Date” as defined in the Life and AD&D Insurance policy.

- b. Full-time Members hired before October 1, 2009, shall pay and otherwise be responsible for making the following annual contributions toward the premiums for any PPO medical insurance coverage selected by the Member, as follows:

23% of the premiums for the coverage selected by the Member for the 2021-2022 school year

23% of the premiums for the coverage selected by the Member for the 2022-2023 school year

23% of the premiums for the coverage selected by the Member for the 2023-2024 school year

Full-time Members hired before October 1, 2009, shall pay and otherwise be responsible for making the following annual contributions toward the premiums for any HMO medical insurance coverage selected by the Member, as follows:

14% of the premiums for the coverage selected by the Member for the 2021-2022 school year

14% of the premiums for the coverage selected by the Member for the 2022-2023 school year

14% of the premiums for the coverage selected by the Member for the 2023-2024 school year

Provided, however, that the amount paid annually by a Member hired before October 1, 2009 towards PPO or HMO single medical insurance premiums shall not exceed 9 ½% of the Member’s taxable income from the District. The Board shall pay the balance of said PPO and HMO premiums.

Full-time Members hired on or after October 1, 2009, shall pay and otherwise be responsible for making annual contributions toward the premiums for any medical insurance coverage selected by the Member, in an amount equal to the difference between the premium for the coverage selected by the Member and the amount paid by the Board for similar HMO coverage. Provided, however, that the amount paid annually by a Member hired after October 1, 2009 towards PPO or HMO single medical insurance premiums shall not exceed 9 ½% of the Member’s taxable income from the District.

Each Member shall elect the manner in which their contributions is to be paid,

using such form or forms provided by the District for that purpose; if no such election is made by the date designated by the District, such Member contribution shall be deducted on a pro-rata basis over the remaining pay periods for the affected school year.

- c. An insurance committee composed of three (3) Association representatives and three (3) Board/Administration representatives shall be established. This committee shall monitor the operation of the group medical and group dental insurance plans and will offer suggested changes to benefit components and/or operating procedures. The committee shall be specifically responsible for the following:
 1. suggesting adjustments in existing components of said insurance plans if any are necessary,
 2. providing suggestions regarding the use of a Plan Administrator,
 3. providing suggestions regarding the selection of the insurance provider(s), and
 4. utilizing current or new data to monitor the Plans operations.

The Committee shall meet as necessary, but no less than quarterly during the regular school year to fulfill its responsibilities. Such meetings may be scheduled during the workday (schedules of Committee members permitting) and Association representatives shall be released to attend.

The Committee shall make all suggestions to the Board and the Association in writing and by majority vote of its participants shall act and communicate their respective disposition regarding any suggestion from the Committee within sixty calendar days of receiving a request to act from the Committee.

- d. The Board shall maintain a salary reduction plan which meets the requirements of Section 125 of the Internal Revenue Code of 1986 as amended ("Code"). If at any time Code Section 125 or its related regulations are amended, the parties shall promptly revise the plan to comply with the amendment(s).

A Member may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each Member's compensation along with the deduction of contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments.

Prior to the beginning day of the plan year, each Member shall, in writing, designate the dollar amounts elected for that year for premiums for group health and

group dental insurance.

The amounts designated may not be changed during the plan year except on account of a change in the Member's family status or other circumstance provided in Code Section 125 or its related regulations.

The total amount(s) elected pursuant to the plan shall be deducted in equal amounts from the Member's salary payments during the plan year, unless otherwise specified.

The Board shall pay the initial set-up fee and shall pay any subsequently required monthly fees, including any administrative expenses.

2. Professional Educational Reimbursement/District Medical Reimbursement Plans:

- a. Professional Educational Reimbursement Plan: Each Plan Year (September 1 to the following August 31), Members will be reimbursed for approved workshops (up to a maximum of \$200.00 per Plan Year), approved educational and instructional materials used in their classrooms (up to a maximum of \$200.00 per Plan Year), tuition, textbooks, and related fees for credit courses in areas related to their current licensure, new licensure, or course work in the field of education. The courses must be approved in advance by the principal and superintendent. Denial of course approval will be made in writing. Courses will not be considered if the course is offered at a time that conflicts with the Member's assignment and duties. Credit courses will be reimbursed with a minimum grade of C, or pass, where grades are not given. The ceiling per fiscal year shall not exceed and shall be in accordance with the Member's choice of options as contained in Sub-Section c. Options. Reimbursement will be made upon verification by the official transcript being filed in the Administrative office.
- b. District Medical Reimbursement Plan: Each Plan Year (September 1 to the following August 31), the District medical reimbursement plan will cover medical, prescription drugs, dental, and optical expenses incurred by a Member, the Member's spouse or the Member's eligible dependents which are not otherwise reimbursed to the Member under the District medical plan or other insurance plan. Premiums from a spouse's medical insurance policy shall also be reimbursed. Members may also use this plan to purchase coverage under the district Dental Insurance program. The Member must submit to the District office the expenses with a receipt. The total amount of this

benefit shall not exceed the agreed upon maximum or an amount adjusted by the Member's choice of options as contained in Section c. Options.

c. Options: The options available for the District fringe benefit program are:

Option 1 - The Board will pay 100% of the premium for the Life and AD&D Insurance specified in Article 4.C.1.a., and the contribution specified in Article 4.C.1.b. for family or dependent coverage. Members selecting this option are not eligible for either the Professional Reimbursement Plan or the District Medical Reimbursement Plan.

Option 2 - The Board will pay 100% of the premium for the Life and AD&D Insurance specified in Article 4.C.1.a., and the contribution specified in Article 4.C.1.b. for single medical insurance coverage. Full-time Members that enroll in single medical insurance coverage are eligible for an additional amount up to \$850 per Plan Year under the Professional Reimbursement and/or District Medical Reimbursement Plans; \$200 of the \$850 may be used for reimbursement of pre-approved educational technology and instructional materials.

Option 3 - The Board will pay 100% of the premium for the Life and AD&D Insurance for Members not enrolled in either Option 1 or Option 2. Members not enrolled in either Option 1 or Option 2 are also eligible for up to \$3,600 per Plan Year (September 1 to the following August 31) under the Professional Reimbursement Plan, District Medical Reimbursement Plan, or payment towards the premium for Life and AD&D Insurance; reimbursement for preapproved educational technology, and instructional materials used in their classrooms shall not exceed \$1,500 per Plan Year. Part-time Members shall be eligible to receive up to \$3,600 per Plan Year, pro-rated based upon their part-time assignment, to be used for the foregoing purposes; reimbursement for preapproved educational technology, and instructional materials used in their classrooms shall not exceed \$1,500 per Plan Year, pro-rated based upon their part-time assignment.

D. ILLINOIS TEACHERS' RETIREMENT SYSTEM PAYMENTS

The Board shall pick up and pay to the Illinois Teachers' Retirement System (TRS), on behalf of each Member, 8% of the appropriate amount shown on the salary schedule attached to this Agreement. An individual Member shall have no right or claim to these funds, except as they become available upon retirement or resignation from TRS. Said pick up and

payment shall be for the purpose of the Board's assuming a portion of each Member's required contribution to TRS, except contributions for survivor's benefits. The Board's pick up and payment to TRS is included in the incremental steps of the salary schedule. Such amount shall represent the combination of all regular salary benefits payable to each Member and all amounts picked up and paid to TRS by the Board. The Board shall not be required by this section, or otherwise, to pick up and pay any additional amounts to TRS. The Association agrees that the Board's said payment of Member contributions to TRS is solely for the purpose of making such contributions nontaxable income for Federal Income Tax purposes and shall not affect the true compensation paid to such Members. The Association will not consent to the Board at any time in the future that said payments by the Board from the Member's compensation are not to be considered as compensation for any other purpose. The Board will immediately inform the Association of any problems arising out of the Board's agreement to make payments on behalf of Members. The Association shall hold the Board harmless and indemnify the Board against all liability, loss, and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each Member to TRS. Any legal action which may arise out of the Board's agreement to make payments on behalf of the Members will be a joint venture of the Board and the Association. The Board may deduct from each Member's paycheck, on a pro-rata and otherwise reasonable basis, any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or other taxes or contributions to TRS, or the improper or incorrect reporting thereof, arising out of the Board's agreement to make payments on behalf of each Member to the TRS. The salary schedule shall be annotated as follows: "The above-scheduled amounts include the Board's pick up of a portion of Member contributions to the Illinois Teachers' Retirement System as provided in this Agreement."

5. WORKING CONDITIONS

A. MEMBER WORKDAY

The Member workday shall not exceed seven (7) hours, including a duty-free lunch period. Members shall be permitted to leave school after the release of students on days preceding a weekend, holiday, or vacation, if a District-wide staff meeting or in-service program is not scheduled. The regular part-time Member workday will be adjusted for parent conferences, institutes, and workshops.

B. EVENING SCHOOL ACTIVITIES

Members are encouraged by the Association to be available to conduct and/or participate in scheduled evening school-related activities. Members will be given at least two (2) days advance notice. Nonparticipation will not be reflected on the formal evaluation.

C. ACADEMIC FREEDOM

The teaching staff of District 125 seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and instill an appreciation for individual differences.

D. CITIZENSHIP

A Member shall not be denied the right to be active politically; however, political actions shall not take place on school property. The Member shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

E. CURRICULUM

Members may refer in writing at any time during the school year, recommendations and evaluations of curriculum and programs to the principal and superintendent. The District curriculum commitment, as developed by staff and approved by the Board, is the guide for all Members.

F. INSTRUCTIONAL MATERIALS

The Member in a grade level or subject area shall submit a list of instructional materials to their building principal prior to the end of the school year. If any requested item is deleted, the Member will be notified. Additional instructional materials may be ordered during the school year, with the approval of the building principal.

G. PLANNING PERIODS

A Member may use for planning all time which has been scheduled by the principal as planning periods. This planning time shall be no less than one hundred forty (140) minutes per week. The fifteen (15) minutes at the beginning of the Member workday and the fifteen (15) minutes prior to the end of the Member workday shall not be scheduled as planning time. Each Member shall be scheduled a daily planning period.

H. PERSONNEL FILE

Each Member file shall contain the following:

1. Required medical information
2. All Member evaluation reports
3. Up-to-date transcripts
4. Sick leave file

Only correspondence pertaining to their professional conduct in teaching and school affairs shall be included in the Member's personnel file. A Member will receive a copy of any material incorporated into the personnel file and shall be notified of the removal of any material exclusive of items considered a part of routine bookkeeping. Each Member shall have the right to review the contents of their personnel file, exclusive of recommendations from previous employers or college placement records. Upon request, the Member may purchase, at current cost established by the Board for this service, copies of such materials viewed.

I. TELEPHONE FACILITIES

Telephone facilities are open to Members for calls within the local perimeter.

J. SCHOOL CLOSINGS

When a school(s) is closed by the superintendent due to an emergency situation, Members will not be required to be in attendance at work that day(s). In such cases, a building telephone chain will be established by the principal to notify their staff.

K. PARENT CONCERNS

Parent complaints or concerns are the mutual responsibility of both the building principal and Member. The principal will notify the involved Member of parental complaints or concerns. Members will notify the principal of parental complaints or concerns. If satisfaction is not attained by either party at the building level, the superintendent shall be notified in writing.

L. EMPLOYEE ORIENTATION

The Association and administration will conduct employee orientation sessions dealing with this Agreement, Board Policy Manual, Parent Handbook, Teachers' Handbook, retirement, and other areas of Member concern.

M. STUDENT DISCIPLINE

In accordance with the relevant provisions of the Illinois School Code, Members will serve as committee members on the parent-teacher advisory committee to develop and/or revise with the Board policy guidelines relative to student discipline. Members who are not members of the committee are encouraged to submit recommendations pertaining to student discipline through administrative channels.

N. SUBSTITUTES

Every effort will be made to provide a substitute for every absent Member. If a substitute cannot be provided, Members may be required to substitute for another Member. Members who substitute for another Member during the school day will be compensated at the after-school activity rate set forth in Appendix B-1, based on actual time spent substituting.

O. GENERAL CONDITIONS

Each school shall be provided with a staff lounge. Parking facilities shall be provided. Assignment of traditional two-grade teaching combinations will be avoided.

P. ASSAULTS

1. Any case of assault upon a Member shall be promptly reported to the Board or its designee. The Board shall provide legal counsel as required by the School Code of Illinois to advise the Member of their rights and obligations with respect to such assault and shall render all reasonable assistance to the Member in connection with handling of the incident by law enforcement and judicial authorities.
2. In case of assault or any injury incurred on the job which meets the Workers' Compensation standard of "job related", the Member shall suffer no loss of sick leave or pay for any period not compensated for by Workers' Compensation or pay benefits.

Q. COMMITTEE ASSIGNMENTS

Member assignments to committees shall be subject to advance notification and Member consideration. Committees will meet during the Member workday; however, in order to allow members of the Board and community to participate, one one (1) hour committee meeting may be held after the Member workday without additional compensation being provided to the teacher. Any additional hours or meetings will be compensated at the after school activity rate.

R. TRAVEL REIMBURSEMENT

Members holding assignments requiring travel shall be reimbursed at the current standard mileage rate of the Internal Revenue Service upon submission of their mileage statement. Approved out-of-district mileage is also covered by this section.

S. EXTENDED DAY ACTIVITIES

1. Sponsorship of approved extended-day activities shall be voluntary. All Members in the District may sponsor approved extended-day activities.
2. Approved extended day activities will be salaried at the rate printed in the Appendix.
3. Payments shall be made at the completion of the activity and the submission of a time sheet.

T. RETIREMENT INCENTIVE

1. Eligibility and Conditions to Receive Retirement Incentive Benefits

- a. The following conditions must be satisfied in order for those Members who submit a written “notice of intent to retire” to receive any of the benefits referenced in this Article 5.T:
 1. The Member must be in good standing with the Board.
 2. Retirement must not be as a result of any disciplinary action contemplated by the Board.
 3. The Member must submit to the superintendent a timely written “notice of intent to retire” prior to the first year the Member is requesting the payment of a retirement incentive. If unforeseen circumstances prevent submission of such notice during the time frame specified above, the Member may submit their notice of intent to retire at a later date. Such late notices shall be reviewed by the Board on a discretionary, non-precedential, non-grievable and non-reviewable basis.
- b. A retirement program shall be available for Members who meet all of the following eligibility criteria and whose retirement is approved by the Board:
 1. Completed at least twenty (20) years of service in the District, or its equivalent, subject to the following:
 - a. If a Member’s employment is terminated due to a reduction in force, and the Member is subsequently rehired as a Member in the District within three (3) school years of the date of their reduction, then the last ten (10) years of full time service, or its equivalent, shall be continuous.
 - b. If a Member is absent from the District for any other reason (except for termination for cause or nonrenewal) for less than two (2) school years and subsequently returns as a Member in the District, then the last twelve (12) years of full time service, or its equivalent, shall be continuous.
 - c. “Continuous” shall mean not interrupted by any reason or any leave (except FMLA or Board approved leave) or termination of employment.
 2. Meet one of the following requirements:
 - a. Attained the age of 55 or 60 upon the effective date of retirement, or
 - b. Become 55 years old within six (6) months of their last day of service.

3. The Member's retirement will not require the Board to pay any additional or one-time contribution, payment, or penalty to TRS (including, but not limited to, contributions required under P.A. 94-0004, as amended); and
4. Must retire with 35 years of TRS creditable service, including TRS credit for accumulated but unused sick leave. Members whose notices are not approved because of the Board's decision to limit the number of Members approved for participation in this program during any year shall be treated as having met this requirement during subsequent years.

2. Notification

A Member who meets the eligibility requirements set forth above as well as qualifies for retirement under the *Illinois Pension Code* and TRS rules and regulations, must submit a written notice of intent to retire to the superintendent, setting forth the desired retirement date. Any such notification may be for up to four (4) years and must be timely made prior to the first year the Member is requesting the payment of a retirement incentive or in the case of a late notice as set forth in Article 5.1.A.iii, as well as specify the benefit elected.

3. Limitation

The Board may, at its option and without establishing a practice or precedent, limit the number of eligible Members who are approved to participate in this program in any school year to not lower than 30% of those Members satisfying the forgoing eligibility requirements based on seniority in the District with ties in eligibility being determined by the date of hire. If hired on the same day, ties in eligibility shall be determined by total years of TRS service credit. If a tie in eligibility remains, it shall be determined by lot. In no event shall the number of Members so approved in any year be less than three. If the foregoing limit is imposed by the Board for any school year, and the number of eligible Members who submit the required notice exceeds the limit, the notices of those Members not approved because of said limit shall be considered for participation in the program during the next window period, unless rescinded by the Member. Imposition of such limit shall be non-reviewable.

4. Revocation of Notice of Intent to Retire

The Member's notice of intent to retire shall be deemed to constitute an irrevocable resignation on the date specified in the notice, once the notice is approved by the Board.

However, the Member may request to withdraw their notice of intent for the following reasons:

- a. death, diagnosis of terminal illness, or total disability of the Member or their spouse;
or
- b. loss of an employment offer which was to be effective during retirement; or
- c. serious illness of a medically and financially dependent child or parent; or
- d. divorce; or
- e. other reasons as determined solely by the Board provided said reasons shall not be precedential with respect to granting or denying other requested changes in retirement.

In any of the above events, the Member will tender a written request for the withdrawal of their notice of intent to retire. As a condition of the Board's consideration of the request, the Member will authorize in writing a wage deduction or enter into an alternate agreement negotiated with the assistance of the Association that will repay the Board any retirement incentives paid to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept the request to withdraw the notice of intent to retire in its discretion.

5. Benefit

An eligible Member whose notice of intent to retire under this program is approved shall receive the following benefit, as specified in the Member's notice of intent to retire, and as approved by the Board:

The Member shall receive a six percent (6%) increase over their total TRS creditable earnings for each year of Board employment prior to their approved retirement date, up to a cumulative maximum of four (4) years. This increase in creditable earnings will be based on the Member's individual compensation circumstances and shall be based on all TRS creditable earnings for that Member, such as scheduled salary, stipends, and professional development compensation. The Member moves off all salary and extra duty pay schedules.

No Member participating in this program shall, for any reason, receive any additional compensation or stipend beyond the amount set forth above, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments or the equivalent duty(s) or

assignment(s) performed by the Member in the year their notice is approved will continue to be performed until the Member's effective date of retirement. A Member may voluntarily resign from an extra duty or assignment or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of their benefit equal to the amount of the then-current compensation for said extra duty or assignment unless they agree to perform an equivalent extra duty or assignment.

A retiring Member will not be precluded from receiving the retirement incentive in its entirety when the provisions of law require a payment to be made as the result of the District requiring a Member to substitute for another Member or perform any other duties in addition to their regular assignment.

In order for a Member to receive the foregoing benefit, the Member shall submit their written notice of intent to retire to the Board prior to the first year the Member is requesting the payment of this retirement incentive.

The Member's written notice of intent to retire shall identify the applicable retirement incentive requested by the Member. The notice shall also identify the date on which the Member intends to retire, effective at the end of the school term consistent with the retirement incentive requested by the Member. It is understood and agreed that such notice of intent to retire shall be contingent upon the Board's approval of the notice.

6. Post Retirement Unused Sick Day Payout

In addition to the applicable retirement incentives set forth in sub-section 5, a Member will be reimbursed for each unused sick day at the substitute rate of pay up to a maximum of thirty-five percent (35%) of said unused days by August 1 following the school year wherein the Member's retirement is effective. Provided, however, that the maximum payment that a Member may receive under this provision shall be \$7,500.00. Days used in computing retirement benefits, or which are available due to the retrieval and use of unused sick days for additional TRS service credit, shall not be reimbursed.

The sick leave reimbursement provided above is not intended by the Association or the Board to result in additional creditable earnings for the retiring Member. The Member must make their election in writing to the Superintendent on or before the last day of employment with the District.

7. Terms and Conditions of the CBA

A Member whose notice of intent to retire is reviewed and approved by the Board shall retire under the terms and conditions of the collective bargaining agreement in

effect when the Board approved the request, irrespective of any change in the retirement provisions of the collective bargaining agreement in effect on the date of retirement.

8. Changes

It is the understandings and agreement of the parties that nothing in this section authorizes or requires the Board or Association to ensure, insure, guarantee, establish, represent, or predict that the incentives provided for herein shall be defined as "creditable earnings", or any particular level of benefits to be received by any Member from TRS or the State of Illinois.

Neither the Board nor the Association warrant to individual Members that such payments made as an incentive to retire will be considered to be creditable salary for TRS purposes. However, nothing herein relieves the Board of its obligation to correctly report and remit contributions to TRS.

The benefit set forth in this section shall be the sole early retirement benefit paid by the Board. By accepting this benefit, a Member expressly waives any and all rights to participate in any early retirement incentive, benefit, or incentive otherwise available (or which may become available) including, but not limited to, ERO, or any other early retirement benefits subsequently made available by the Board or applicable law. Members accepting this benefit, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any payments made pursuant to this section on their behalf, not as a penalty, but solely as liquidated damages for breach of this section.

In the event that there are further amendments to the Illinois Pension Code or TRS Rules enacted following the parties' agreement to this section, either the Association or the Board may request to bargain regarding the changes.

U. DISCIPLINARY ACTIONS

The president of the Association will be notified in writing by the superintendent when disciplinary action is taken by the superintendent involving a Member, so that the Association may confer with the Member within forty-eight (48) hours relative to the disciplinary action. Disciplinary actions may include:

1. Dismissal by Board.
2. Suspensions by superintendent or Board.

3. Placement of letters in a Member's file.
4. Notification of a Member that disciplinary action is under consideration.
5. Notification of Board members of alleged incident that may require disciplinary action on part of the Board.

If the Board is contemplating any matter which is disciplinary in nature or which could adversely affect the continuation of a Member's position of employment, salary, or benefits, the Member will be notified within forty-eight (48) hours of the scheduled Board meeting at which the issue will be heard, and the Member may request an opportunity to address the Board in closed session regarding the incident leading to the disciplinary action. If the Member wishes to address the Board, he/she must submit a written request to do so addressed to the Superintendent within twenty-four (24) hours of the scheduled Board meeting.

6. ASSIGNMENTS AND TRANSFERS

A. BUILDING COORDINATOR

Building Coordinators may be assigned at the discretion of the building principal on a year-to-year basis. Any Member designated as a Building Coordinator may be assigned other regular duties by the building principal in addition to the Member's regular teaching duties. Building Coordinators shall be salaried at the rate printed in the Member Salary Schedule Notes. The Board will prepare a uniform description that outlines the job responsibilities of a Building Coordinator.

B. VOLUNTARY TRANSFERS

Any Member presently on tenure or eligible for tenure in the coming school term may apply by March 1 for transfer to another building, grade level, or subject area for which the Member is legally qualified. Such application will be implemented through the procedure listed in the vacancy clause. All requests for transfer will be considered before a vacancy is declared.

C. INVOLUNTARY TRANSFERS

Every effort shall be made to notify a Member as soon as possible or by the last day of the school term in the event of a change in teaching assignment in order to allow for proper planning and preparation. All requests for transfers will be considered before a vacancy is declared. In all cases of involuntary transfers, the best interests of the District will prevail.

D. VACANCIES

A list of all vacancies indicating certification requirements will be posted in each building and at the administration office. A copy of this list will be forwarded to the Association president as soon as the vacancy exists. All staff members wishing to apply for the vacancy may do so.

E. REDUCTION IN PERSONNEL

If the removal or dismissal results from the decision of the Board to decrease the number of teachers employed by the Board, or to discontinue some particular type of teaching service, written notice shall be given the Member by registered mail at least forty-five (45)

days before the end of the school term, together with a statement of honorable dismissal and the reason therefore in accordance with Section 24-12(b) of the School Code, as amended. In all such cases, the Board shall remove or dismiss teachers in accordance with Section 24-12(b) of the School Code, as amended. If the Board, within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in accordance with Section 24-12(b) of the School Code, as amended.

F. STUDENT SUPERVISION ASSIGNMENTS

Staff members will be consulted prior to assignment of student supervision responsibilities.

G. STAFF REDUCTION ADVISORY

Prior to any reduction in staff, the officers of the Association shall be notified and given thirty (30) days in which to present the Board advisory recommendations.

7. FORMAL MEMBER EVALUATION

A. PURPOSE

The purpose of a Member evaluation is twofold: to develop Member awareness of teaching methods in order to foster self-direction and/or self-improvement of a teacher's professional ability, and to use as an administrative measurement of a teacher's professional ability.

B. PROCEDURE

Evaluation will be made at least two times through the year for nontenure teachers or tenure teachers in a new assignment or building. Every effort will be made to complete the evaluations before March 1st, with a minimum of six calendar weeks and no greater than twelve calendar weeks between evaluations. Tenure teachers will be formally evaluated every two years. Evaluations will be based upon an evaluation plan which will follow the components for evaluation as outlined by the Illinois School Code and/or the Rules and Regulations of the Illinois State Board of Education.

C. CONSULTING TEACHER

If a Member qualifies and is selected as a consulting Member for a formal remediation plan, the Member shall receive compensation for consulting service based on fifteen dollars (\$15) per hour.

D. STATE PLAN

All components for evaluation as delineated by the Illinois School Code and/or the Rules and Regulations of the Illinois State Board of Education.

8. GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement. No grievance shall be processed or entertained unless it is submitted in writing within fifteen (15) days after the occurrence of the event giving rise to the grievance. The grievance shall state the remedy sought. Days shall not include weekends or legal holidays.

B. LEVEL 1

The grievant shall file his or her grievance in writing with the building principal, or designee, who shall confer with the grievant and appropriate persons in an attempt to resolve the grievance within five (5) days after receiving the grievance. A decision, in writing, shall be rendered to the grievant within five (5) days after the conference.

C. LEVEL 2

If a satisfactory agreement is not reached at Level 1, the grievant may appeal to the superintendent, or the superintendent's designee, in writing, within ten (10) school days after they have received the decision of the building principal, or the principal's designee. The superintendent, or the superintendent's designee, shall hold a conference within ten (10) school days after the filing of the appeal, and render a written decision within ten (10) school days after holding the said conference.

D. ARBITRATION

If the grievance is not settled in accordance with the foregoing procedure, the Association or Member may refer the grievance to arbitration within twenty (20) school days after receipt of the superintendent's answer in Level 2. The Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. The cost of arbitration shall be shared equally.

E. AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this Agreement and any applicable Board policy. The arbitrator shall consider and decide only the specific issues submitted to them in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement or Board policy involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and shall be immediately implemented.

F. NON-WORK ACTIONS

Neither the Association nor any employee or group of employees covered by this contract shall engage in any strike, work stoppage, disruption of the educational process or other concerted refusal to work during the term of this Agreement. This section is applicable to Article 8. Grievance Procedure.

G. MISCELLANEOUS

1. Filing of Materials - All written records of the grievance and the decisions reached concerning it shall be filed in the office of the superintendent. They shall be held by the superintendent in strict confidence. This confidence must be respected as a protection of the individual employee and a respect for their right to privacy. Nothing related to a grievance shall be placed in the personnel file of the grievant or any participants in the grievance procedure.
2. No Reprisal Clause - No disciplinary action shall be taken because a Member has filed a grievance or participated in a grievance.
3. Class Grievance - In instances where grievances affect two or more teachers, the Association shall process the grievance as one grievance. Further, the Association shall have the right to initiate and process grievances at Level 2.

4. Association Participation - The Association shall have the right to have representatives present at all levels of the grievance procedure. However, any individual employee or group of employees may, at any time, present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present.
5. In the event that a Member is required to testify at the arbitration hearing, he/she shall suffer no loss of pay.
6. In grievances where the Association is not a party, the disposition of the grievance shall not serve as precedent.
7. A grievance may be withdrawn at any level without establishing precedent and shall thereafter be treated as though no grievance has been filed in the first instance.

9. NEGOTIATIONS PROCEDURE

The following items have been established as ground rules:

1. Meetings shall be held as necessary at times and places agreed to by both parties. The date, time, place, and agenda of the next meeting shall be established before the adjournment of any meeting.
2. Conferring of negotiations power - both teams will be representative of their group, with direction emanating from their membership. Each team assumes the responsibility of reporting to its group.
3. The Association and Board have the right to negotiate items not presently in the agreement. Both parties will submit their entire package at an agreed upon date.
4. During negotiations, agreed upon material (tentative agreements) shall be written and signed by the spokesperson of each team prior to the adjournment of the meeting at which such agreement is reached. Signed copies shall be given to each negotiating team. The agreement or any phase of it shall be considered tentative until agreement is negotiated and ratified by both the Board and the Association.
5. Impasse procedures established by the IELRB shall be followed.
6. The Association and the Board agree to comply with the requirements necessitated by the IELRB.

10. AMENDMENT PROCESS AND SAVINGS CLAUSE

A. AMENDMENT PROCESS

The Board and the Association agree that this sole and complete agreement is intended to cover all matters affecting wages, hours, and other items and conditions of employment and that, during the term of this agreement neither the Board nor the Association will be required to negotiate or bargain on any further matters affecting these or any other subjects not specifically set forth in this Agreement, except by mutual consent of the parties hereto. If an adjustment to the Agreement is mutually agreed upon, such adjustment shall be submitted in writing to the Board and Association members for approval.

B. SAVINGS CLAUSE

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

APPENDIX A-1

DISTRICT 125 MEMBER SALARY SCHEDULE – 2021-2022

STEP	BA	BA+24	BA+40	MA	MA+24	MA+40
A	40,440	41,956	43,628	44,316	45,208	46,768
B	41,037	42,576	44,272	44,971	45,876	47,459
C	41,961	43,534	45,269	45,983	46,908	48,527
D	42,487	44,061	45,795	46,509	47,435	49,054
E	43,026	44,600	46,287	46,932	47,973	49,594
F	43,887	45,491	47,213	47,987	48,908	50,584
G	44,763	46,401	48,157	48,947	49,910	51,596
H	45,772	47,446	49,241	50,050	51,034	52,758
I	46,362	48,036	49,831	50,640	51,624	53,348
J	46,848	48,645	50,438	51,248	52,232	53,956
K	47,472	49,268	51,061	51,871	52,856	54,578
L	48,094	49,891	51,696	52,494	53,478	55,202
M	48,744	50,541	52,334	53,145	54,128	55,853
N	49,426	51,221	53,015	53,825	54,810	56,535
O	50,106	51,901	53,695	54,504	55,490	57,212
P	50,811	52,607	54,399	55,209	56,195	57,918
Q	51,538	53,333	55,127	55,937	56,923	58,489
R	52,294	54,087	55,881	56,691	57,680	59,400
S	53,073	54,863	56,661	57,471	58,458	60,184
T	53,881	55,676	57,471	58,121	59,028	60,981
U	54,691	56,484	58,280	59,087	60,073	62,356

MEMBER SALARY SCHEDULE NOTES

1. A Member whose assignment and certification require a Master's degree shall receive \$1,000 in addition to the amount on the salary schedule.
2. A Member who obtains National Board for Professional Teaching Standards Certification shall receive \$1,000 in addition to the amount on the Salary Schedule.
3. The above-scheduled amounts include the Board's pickup of the Member contribution to TRS as provided in the Agreement.
4. A Member who is assigned a class in excess of the normal staff class load of their building shall receive an additional sum equal to 1/7 of the BA lane, Step A salary per class as salary. This class shall be assigned on a voluntary basis. Lunchroom/cafeteria supervision shall not be considered as an additional class for purposes of this Note, unless the supervision shall cause the Member to lose a planning period.
5. A Member assigned as a Building Coordinator shall receive an additional \$3,000.
6. A Member assigned as a mentoring teacher shall receive an additional \$650.
7. Salaries for part-time Members shall be pro-rated according to the Members' workday.
8. The Board or its designee may, in its discretion give new Members experience credit for prior years in the district even if those years were part-time.
9. Members no longer on the salary schedule shall receive a longevity payment added to their salary compensation. The amount of the longevity payment shall be \$2,000 for the - 2021-22 school year.
10. Members no longer on the salary schedule shall receive \$1,200.00 for any lane change.

APPENDIX A-2

DISTRICT 125 MEMBER SALARY SCHEDULE – 2022-2023

STEP	BA	BA+24	BA+40	MA	MA+24	MA+40
A	41,046	42,585	44,282	44,981	45,886	47,470
B	41,653	43,215	44,937	45,645	46,564	48,171
C	42,268	43,853	45,601	46,320	47,252	48,883
D	43,219	44,840	46,627	47,362	48,316	49,983
E	43,761	45,382	47,169	47,905	48,858	50,525
F	44,317	45,938	47,676	48,340	49,412	51,081
G	45,203	46,856	48,630	49,426	50,376	52,102
H	46,106	47,793	49,601	50,416	51,407	53,144
I	47,145	48,869	50,718	51,552	52,565	54,341
J	47,752	49,477	51,326	52,159	53,173	54,948
K	48,253	50,104	51,951	52,785	53,799	55,574
L	48,896	50,746	52,593	53,427	54,442	56,215
M	49,537	51,387	53,247	54,069	55,082	56,858
N	50,206	52,057	53,904	54,739	55,752	57,529
O	50,909	52,757	54,606	55,439	56,454	58,231
P	51,609	53,458	55,306	56,140	57,154	58,929
Q	52,335	54,185	56,031	56,865	57,881	59,656
R	53,084	54,933	56,781	57,615	58,631	60,244
S	53,863	55,709	57,558	58,392	59,410	61,182
T	54,665	56,509	58,361	59,195	60,212	61,989
U	55,498	57,346	59,195	59,865	60,799	62,811

MEMBER SALARY SCHEDULE NOTES

1. A Member whose assignment and certification require a Master's degree shall receive \$1,000 in addition to the amount on the salary schedule.
2. A Member who obtains National Board for Professional Teaching Standards Certification shall receive \$1,000 in addition to the amount on the Salary Schedule.
3. The above-scheduled amounts include the Board's pickup of the Member contribution to TRS as provided in the Agreement.
4. A Member who is assigned a class in excess of the normal staff class load of their building shall receive an additional sum equal to 1/7 of the BA lane, Step A salary per class as salary. This class shall be assigned on a voluntary basis. Lunchroom/cafeteria supervision shall not be considered as an additional class for purposes of this Note, unless the supervision shall cause the Member to lose a planning period.
5. A Member assigned as a Building Coordinator shall receive an additional \$3,000.
6. A Member assigned as a mentoring teacher shall receive an additional \$650.
7. Salaries for part-time Members shall be pro-rated according to the Members' workday.
8. The Board or its designee may, in its discretion give new Members experience credit for prior years in the district even if those years were part-time.
9. Members no longer on the salary schedule shall receive a longevity payment added to their salary compensation. The amount of the longevity payment shall be \$2,000 for the 2022-23 school year.
10. Members no longer on the salary schedule shall receive \$1,200.00 for any lane change.

APPENDIX A-3

DISTRICT 125 MEMBER SALARY SCHEDULE – 2023-2024

STEP	BA	BA+24	BA+40	MA	MA+24	MA+40
A	41,765	43,331	45,057	45,768	46,689	48,300
B	42,483	44,076	45,832	46,555	47,492	49,131
C	43,111	44,727	46,509	47,243	48,194	49,857
D	43,748	45,388	47,197	47,941	48,906	50,594
E	44,732	46,409	48,259	49,020	50,007	51,732
F	45,293	46,971	48,820	49,581	50,568	52,294
G	45,868	47,546	49,344	50,031	51,142	52,869
H	46,786	48,496	50,332	51,156	52,139	53,925
I	47,720	49,466	51,337	52,180	53,206	55,004
J	48,795	50,580	52,493	53,356	54,405	56,243
K	49,424	51,209	53,122	53,985	55,034	56,872
L	49,942	51,858	53,770	54,633	55,682	57,519
M	50,607	52,522	54,434	55,297	56,347	58,182
N	51,270	53,186	55,111	55,961	57,010	58,848
O	51,963	53,879	55,791	56,655	57,703	59,542
P	52,690	54,604	56,517	57,380	58,430	60,269
Q	53,415	55,330	57,241	58,104	59,155	60,991
R	54,167	56,082	57,992	58,855	59,907	61,743
S	54,942	56,855	58,769	59,631	60,683	62,352
T	55,748	57,659	59,572	60,435	61,489	63,323
U	56,579	58,487	60,404	61,267	62,320	64,159

MEMBER SALARY SCHEDULE NOTES

1. A Member whose assignment and certification require a Master's degree shall receive \$1,000 in addition to the amount on the salary schedule.
2. A Member who obtains National Board for Professional Teaching Standards Certification shall receive \$1,000 in addition to the amount on the Salary Schedule.
3. The above-scheduled amounts include the Board's pickup of the Member contribution to TRS as provided in the Agreement.
4. A Member who is assigned a class in excess of the normal staff class load of their building shall receive an additional sum equal to 1/7 of the BA lane, Step A salary per class as salary. This class shall be assigned on a voluntary basis. Lunchroom/cafeteria supervision shall not be considered as an additional class for purposes of this Note, unless the supervision shall cause the Member to lose a planning period.
5. A Member assigned as a Building Coordinator shall receive an additional \$3,000.
6. A Member assigned as a mentoring teacher shall receive an additional \$650.
7. Salaries for part-time Members shall be pro-rated according to the Members' workday.
8. The Board or its designee may, in its discretion give new Members experience credit for prior years in the district even if those years were part-time.
9. Members no longer on the salary schedule shall receive a longevity payment added to their salary compensation. The amount of the longevity payment shall be \$2,100 for the 2023-24 school year.
10. Members no longer on the salary schedule shall receive \$1,200.00 for any lane change.

APPENDIX B

EXTENDED DAY SALARY

The per hourly rate for approved after-school extended day activities shall be thirty-two and 50/100 dollars (\$32.50) per hour for the 2021-22, 2022-23 and 2023-24 school years.

APPENDIX C
DISTRICT 125
GRIEVANCE FORM

DIRECTIONS: This form is to be completed before proceeding to all steps outlined in the
Grievance Procedure.

_____	_____	_____
Name	Building	Date

NATURE OF GRIEVANCE: (Be specific and include the date or dates of the actual grievance
and the contract violations.)

REMEDY SOUGHT:

Submitted on _____

Signature

APPENDIX D
DISTRICT 125
APPLICATION FOR SABBATICAL LEAVE

Date _____

Name _____

Building _____

Years of consecutive service in District 125 _____

Request for sabbatical leave _____

(Dates inclusive)

Please include your detailed plan for study and/or travel below:

Approved ☐ _____
Principal's Signature Date

Not Approved ☐

Approved ☐ _____
Superintendent's Signature Date

Not Approved ☐

Review Committee Rec. Approved
Not Approved _____
Date Date

Board Action Approved
Not Approved _____
Date Date

State of obligation:

I, _____, agree to adhere to and abide by the written statement of sabbatical policy should my application be accepted.

APPENDIX E

DISTRICT 125

TEACHER EVALUATION FORM

Teacher_____

School_____

Date_____

Grade/Position_____

(TO BE DEVELOPED PER STATE REQUIREMENTS)

This teacher evaluation form is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.

APPENDIX F
OFFICIAL SCHOOL CALENDAR

(THE OFFICIAL SCHOOL CALENDAR WILL BE FORWARDED TO ALL TEACHERS
UPON ITS APPROVAL BY THE BOARD OF EDUCATION AND STATE OF ILLINOIS)

This official school calendar is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.

APPENDIX F-1

Prior to the beginning of each school year, each Member will receive a statement of salary and benefits. This statement shall be as follows:

EMPLOYEE NAME: SS#:
BUILDING ASSIGNMENT CODE:
DATE OF BIRTH: TEACHING ASSIGNMENT:
SENIORITY DATE: CERTIFICATE #1 & #2:
YEARS IN DISTRICT: CERTIFICATE #3 & #4:
CERTIFICATE OF ASSIGNMENTS: MARITAL/FEDERAL TAX:
OTHER CERTIFICATE: CITIZEN:
INSURANCE STATUS: CERTIFIED:
SICK LEAVE: PAY PERIODS:
_____ SALARY: UNION:
ADDRESS: CREDIT UNION DEDUCTION:
CITY/STATE:
MEMBER UNION DEDUCTION:
ZIP CODE: EDUCATION:
PHONE: STEP/LANE:
SPOUSE: ANNUITY DEDUCTION:

This Employee information form is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.

APPENDIX G

DISTRICT 125
COOK COUNTY, ILLINOIS

TEACHER'S CONTRACT

IT IS HEREBY AGREED BY AND BETWEEN THE BOARD OF EDUCATION OF
DISTRICT 125, COUNTY OF COOK, STATE OF ILLINOIS, AND

_____, A LEGALLY QUALIFIED TEACHER, THAT THE SAID
TEACHER SHALL TEACH IN THE SAID SCHOOL DISTRICT FOR THE SCHOOL YEAR_
_____ FOR THE ANNUAL SALARY OF \$_____.

IT IS FURTHER AGREED THAT THIS CONTRACT IS SUBJECT TO THE PROVISIONS
OF THE SCHOOL CODE OF ILLINOIS, THE CONTRACTUAL AGREEMENT WITH THE
DISTRICT 125 EDUCATION ASSOCIATION, AND THE POLICIES OF THE DISTRICT 125
BOARD.

IN WITNESS THEREOF, THE BOARD HAS CAUSED THIS CONTRACT TO BE
EXECUTED ON ITS BEHALF BY ITS PRESIDENT AND ATTESTED BY ITS
SECRETARY, AND THE TEACHER HAS EXECUTED THIS CONTRACT THIS
_____ DAY OF _____, 20_____.

BOARD OF EDUCATION OF DISTRICT
125, COOK COUNTY, ILLINOIS

BY: _____
PRESIDENT

TEACHER

ATTEST: _____
SECRETARY

This teacher's contract is included as an Appendix for the convenience and information of the
teachers, administrators, and Board members and is not subject to the grievance and arbitration
procedures of the Agreement.

APPENDIX H-1

DISTRICT 125

2021-2022

PAY PERIODS AND SALARY DISTRIBUTION DATES

TO BE ADOPTED AS PER TEACHER CONTRACT

This schedule of pay periods is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.

APPENDIX H-2

DISTRICT 125

2022-2023

PAY PERIODS AND SALARY DISTRIBUTION DATES

TO BE ADOPTED AS PER TEACHER CONTRACT

This schedule of pay periods is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.

APPENDIX H-3

DISTRICT 125

2023-2024

PAY PERIODS AND SALARY DISTRIBUTION DATES

TO BE ADOPTED AS PER TEACHER CONTRACT

This schedule of pay periods is included as an Appendix for the convenience and information of the teachers, administrators, and Board members and is not subject to the grievance and arbitration procedures of the Agreement.


11. EXECUTION OF AGREEMENT

This Agreement shall become effective July 1, 2021 upon approval by the Board and the Association and shall continue in effect through June 30, 2024. This Agreement shall be renewed automatically from year to year thereafter unless either party so notifies the other in writing no later than April 1, 2024 or April 1 of any year thereafter that it desires to change, modify, or amend this Agreement. In the event of such notice to modify, change, or amend this Agreement, negotiations shall begin no later than 30 days thereafter, or on such date as the parties may agree.

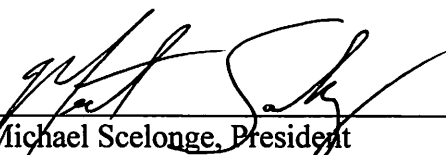
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

DATED this 27th day of April,
2021.

For the Board of Education
Atwood Heights School District 125


Christine Lantz, President

For the District 125 Education Association


Michael Scelonge, President