

**Collective Bargaining Agreement
Between
The Board of Education
School District No. 68
Lake County, Illinois
and
The Oak Grove Education Association, IEA-NEA**

**Effective School Years
2020-2021 through 2024-2025**

Table of Contents

DEFINITIONS	IV
ARTICLE 1 RECOGNITION	1
ARTICLE 2 NEGOTIATING PROCEDURE	2
ARTICLE 3 MANAGEMENT RIGHTS	3
ARTICLE 4 EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	4
4.1 Classroom Discipline	4
4.2 Parental Complaints	4
4.3 Just Cause.....	4
4.4 Assault on Employees.....	4
4.5 Employee Property Damage	4
4.6 Employee Input.....	4
4.7 Academic Freedom	5
ARTICLE 5 ASSOCIATION RIGHTS AND RESPONSIBILITIES	6
5.1 Association Business	6
5.2 Association Use of School Facilities	6
5.3 Dues Deduction.....	6
5.4 Fair Share	Error! Bookmark not defined.
5.5 TAB Meetings (Teacher/Administration/Board).....	7
ARTICLE 6 GRIEVANCE PROCEDURE	8
6.1 Grievant.....	8
6.2 Grievance	8
6.3 Procedures.....	8
6.4 Step Bypass.....	9
6.5 Association Participation/Employee Represented	9
6.6 Association Participation/Employee Not Represented	9
6.7 Joint Cooperation	9
6.8 Association Release Time.....	9
6.9 Filing of Materials.....	10
6.10 Grievance Withdrawal	10
6.11 No Written Response	10
6.12 Arbitration Fees and Expenses.....	10
6.13 Extension.....	10
ARTICLE 7 NO STRIKE/NO LOCKOUT.....	11
ARTICLE 8 STANDARD PROVISIONS	12
8.1 Work Day.....	12

8.2	Work Year.....	12
8.3	Class Size.....	12
8.4	Planning Periods	12
8.5	Duty-Free Lunch.....	12
8.6	Faculty Meetings.....	13
8.7	School Calendar	13
8.8	Employee Economic Profiles.....	13
ARTICLE 9 VACANCIES AND TRANSFERS		14
9.1	Vacancies	14
9.2	Transfers	14
9.3	Job Sharing.....	15
ARTICLE 10 EMPLOYEE EVALUATION		17
10.1	Evaluation Plan	17
10.2	Evaluation Committee	17
10.3	Advising Employees	17
ARTICLE 11 LEAVES		20
11.1	Association Leave.....	20
11.2	Sick Leave.....	20
11.3	Sick Leave Bank	21
11.4	Personal Leave.....	22
11.5	Bereavement Leave.....	23
11.6	Religious Leave	23
11.7	Jury Duty & Compliance with a Subpoena.....	23
11.8	Prearranged Leave When School Is Closed.....	23
11.9	Leave of Absence-Unpaid.....	23
11.10	Family and Medical Leave Act.....	24
11.11	Professional Leave	24
ARTICLE 12 SALARY AND BENEFITS		26
12.1	Salary	26
12.2	Insurance	26
12.3	Tuition Reimbursement	28
12.4	Continued Achievement Benefit.....	30
12.5	Extra Curricular Duties	31
12.6	Internal Substitution.....	33
12.7	Curriculum Work and Professional Development.....	34

ARTICLE 13 REDUCTION-IN-FORCE.....	35
13.1 Discussion of Reduction-in-Force (RIF)	35
13.2 Seniority	35
13.3 Maintaining and Posting of Seniority List	35
ARTICLE 14 EFFECT OF AGREEMENT	36
ARTICLE 15 SEPARABILITY	37
ARTICLE 16 DURATION OF AGREEMENT.....	38
APPENDIX A – SALARY SCHEDULE	39
APPENDIX B – EXTRA CURRICULAR PAY SCHEDULE.....	44
APPENDIX C – SICK LEAVE BANK ENROLLMENT FORM.....	45
APPENDIX D –REQUEST TO USE SICK LEAVE BANK DAYS FORM	46

DEFINITIONS

Administration - the Superintendent, the School Principal(s), Business Manager and other supervisory personnel considered administrators by the Board.

Association - the Oak Grove Education Association, IEA-NEA

Board – the Board of Education of School District No. 68.

Business Days – days that the District office is open.

District – School District No. 68, Lake County, Illinois.

Employee – individuals employed in positions included in the bargaining unit covered by this Agreement.

Employee Work Days – days Employees are required to work.

Full Time Equivalent or FTE – the amount of time an Employee is employed in relation to full time.

IELRA – the Illinois Educational Labor Relations Act.

School – Oak Grove School.

School Code – the Illinois School Code, 105 ILCS 5/1 et al.

ARTICLE 1

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all regularly employed certificated personnel, under Article 21 of the School Code exclusive of supervisors and managers, as defined in the IELRA and substitute teachers, with respect to wages, hours, terms and conditions of employment.

ARTICLE 2

NEGOTIATING PROCEDURE

It is agreed that if the assistance of a mediator is required by either party or becomes necessary pursuant to law, both the Board and the Association will jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable both parties will seek a replacement prior to contacting the Illinois Educational Labor Relations Board.

ARTICLE 3

MANAGEMENT RIGHTS

It is understood and agreed that the Board has and retains all the rights, functions and authority of management.

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited only by the specific and express terms of this Agreement.

The Board's not exercising any rights hereby reserved to it, or its exercising any such function in a particular way, will not be deemed as a waiver of its rights to exercise such functions or preclude the Board from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

4.1 Classroom Discipline

An Employee will be responsible for the conduct of his/her class and for maintaining discipline and order in his/her presence, in the School building and on School grounds. The Board and Administration will support Employees with respect to District disciplinary procedures.

4.2 Parental Complaints

Any complaint by a parent of a student directed towards an Employee, upon which disciplinary action may occur, will be reported to the Employee. No disciplinary action against the Employee as a result of a complaint by a parent of a student will be taken until a scheduled Employee-administrator conference on the problem is held. At the request of the Employee, the Employee will be entitled to Association representation at such a conference.

4.3 Just Cause

No Employee will be disciplined without just cause. The specific grounds forming basis for disciplinary action will be made available for the Employee in writing. No disciplinary action against an Employee will be taken unless an Employee-administrator conference is held. At the request of the Employee, such Employee has the right to Association representation at any disciplinary conference. This procedure does not apply in the case of Employee evaluation.

4.4 Assault on Employees

Any case of unprovoked assault upon an Employee while on duty for the Board will be promptly reported to the Board or its designee. If the Board deems it appropriate, it will provide reasonable assistance to the Employee in connection with the handling of the incident by the appropriate authorities.

4.5 Employee Property Damage

At the Board's discretion it may indemnify Employees for damage to their property if such damage occurred while on duty for the Board, provided such damage is reported to the Business Manager within twenty-four (24) hours of its occurrence.

4.6 Employee Input

The Board recognizes the value of input from its Employees and may seek and is open to the opinions of the Association in matters concerning the operations of the School. The

Board may solicit a recommendation from the Association regarding the selection of new Employees, which may include meeting with prospective candidates.

4.7 Academic Freedom

The Board establishes the curriculum, which is the planned instructional program for the District. Employees will enjoy academic freedom, which is the right to use their professional judgment in determining the learning activities, methodology and classroom procedure to be followed within the curriculum.

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.1 Association Business

The Board will make available to the Association President or designee public information necessary for its function as the exclusive bargaining agent including but not limited to Board meeting agendas, Board meeting materials, Board meeting minutes, the adopted budget and annual financial report, and names and addresses of all Employees. Employees will have access to an electronic copy of the Board packet, except for those items that the Board deems to be confidential in nature, at least one Business Day prior to each Board meeting.

5.2 Association Use of School Facilities

The Association will not be denied the use of the following: designated bulletin boards, designated mailboxes, and reasonable use of designated School facilities and equipment after reasonable advance written application to and approval by the Superintendent. The Superintendent or designee will approve the application unless there is a prior scheduled event that conflicts with such use.

5.3 Dues Deduction

The Board will deduct from the pay of each Employee the membership dues of the Association, provided that, at the time of such deduction, there is in the possession of the Business Manager written certification from the Association listing the Employees who are members of the Association. Employees who are employed as of the first day of the school year must be included on the certified list provided to the Business Office within ten (10) calendar days of the first day of the school year and dues deductions will begin September 15. Employees hired after the start of the school year must be included on the certified list provided to the Business Office within thirty (30) calendar days of the Employee's start date and dues deductions will begin with the first pay period following receipt of the certified list including the Employee. The annual membership dues will be deducted in accordance with the provisions of certification furnished by the Association. The authorization will remain in effect from year to year unless the Employee revokes said authorization prior to September 1st of any year or terminates his/her employment with the District. The deductions will be in an amount determined by the Association, subject to the following conditions:

- A. In the event Association dues will have increased from the previous year, the Association will certify the amount of increase and total dues in writing to the Business Office by August 15th of the year in which the increase is to take effect;
- B. Failure to notify the Business Office by August 15th will waive the Board's obligation to change the dues deduction for that year;

- C. Except for National Education Association life members or part-time Employees, dues to be deducted will be the same for each Employee.

The amount to be deducted will be prorated from each paycheck, starting September 15th and ending June 30th.

All dues deducted by the Board will be remitted to the Treasurer of the Association or designee no later than ten (10) calendar days after the payroll date for which such deductions are made.

The Association will indemnify and hold harmless the Board, its members, non-bargaining unit Employees and agents from any and all claims, demands, suits and costs incurred in connection with any claims, demands or suits resulting from any reasonable action taken or omitted by the Board, its members, non-bargaining unit Employees and agents for the purpose of complying with the provisions of this Section.

5.4 TAB Meetings (Teacher/Administration/Board)

Representatives of the Board, the Administration, and the Association will meet on an as needed basis regarding matters of concern for such parties, either party may request a meeting at any time. Appropriate subjects, among others, might be professional concerns (including class sizes), and quality of the work environment.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Grievant

The term Grievant will include any Employee or the Association acting on behalf of a group of Employees provided that the Association will file formally at Step II.

No grievance may be submitted to arbitration without consent of the Association.

6.2 Grievance

A grievance will be:

- A. Any claim by a Grievant that there has been a violation or misapplication of any term(s) of this Agreement.
- B. Unless otherwise expressly provided, all time limits in this Article will consist of Employee Work Days except during summer break such time limits will consist of Business Days. When either party demonstrates with evidence that a necessary individual is unavailable over the summer, the parties will mutually agree to extend the timelines in this Article until all necessary individuals are available.

6.3 Procedures

The Board and Association acknowledge that it is usually most desirable for an Employee and the School Principal to resolve problems through free and informal communications. When requested by an Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Employee, a grievance may be processed as follows:

- A. Step I - The Grievant may present the grievance in writing to the supervising principal who will arrange for a meeting to take place within five (5) days of receiving the grievance. If the grievance is not received within ten (10) days of the event-giving rise to the grievance or when the grievance could have been reasonably ascertained, it is waived. The Association's representative, the Grievant, and the Principal will be present for the meeting. Within ten (10) days of the meeting, the Grievant and the Association will receive the Principal's written response, including the reasons for the response.
- B. Step II - If the grievance is not resolved at Step I, then the Association or Grievant may appeal the grievance to the Superintendent or designee within five (5) days after receipt of the Step I response or it is waived. The Superintendent or designee will arrange with the Association or Grievant for a meeting to take place within five (5) days of the Superintendent or designee's receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it

deems necessary. Within ten (10) days of the meeting, the Association or Grievant will receive the Superintendent or designee's written response, including the reasons for the response.

- C. Step III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may advance the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS) which will act as the administrator of the proceedings. If a demand for arbitration is not filed with the FMCS within thirty (30) calendar days of the date for Step II response, the grievance will be deemed withdrawn and waived.

The arbitrator will have no power to alter or amend the terms of this Agreement.

6.4 Step Bypass

If the Association and the Superintendent or designee agree in writing, any Step in the grievance procedure may be bypassed and the grievance brought directly to the next Step or submitted directly to Arbitration.

6.5 Association Participation/Employee Represented

The Board acknowledges the right of the Association's grievance representative to participate at the request of the Grievant in processing of a grievance at any level. No Grievant who has requested representation by the Association will be required to discuss any grievance if the Association's representative is not present unless the Association has been given at least one (1) days' notice of the meeting and the Association representative does not attend the meeting.

6.6 Association Participation/Employee Not Represented

When an Employee is not represented by the Association, the Association will reserve the right to have its representative present, and if requested by the Employee, the right to state its view at any stage of the grievance procedure.

6.7 Joint Cooperation

The Board, Administration, and Association will cooperate in the investigation of any grievance.

6.8 Association Release Time

If the Board requires that a Grievant or an Association representative be released from his/her regular assignment during any phase of the procedure or while investigating or processing said grievance, the Grievant or Association representative will be released without loss of pay or benefits.

6.9 Filing of Materials

All records relating to a grievance will be filed separately from the personnel files of the Grievant.

6.10 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent, with the consent of the Superintendent.

6.11 No Written Response

If no written response has been rendered within the time limits indicated by a Step, then the grievance will be deemed denied and may be advanced to the next Step.

6.12 Arbitration Fees and Expenses

The fees and expenses of the arbitrator will be shared equally by the Board and Association.

6.13 Extension

Time limits may be extended by mutual written agreement of the Superintendent and Association.

ARTICLE 7

NO STRIKE/NO LOCKOUT

It is hereby agreed by the Board and the Association that this Agreement provides for the orderly and amicable adjustment of any and all disputes, differences, disagreements or controversies of any nature or character. Therefore, the Association agrees for itself and the Employees, that during the term of this Agreement, none of its officers, representatives or the Employees will authorize, support, or take part in any strike, walk-out, sympathy strike or picketing, except for informational picketing on the District's premises.

The Association agrees that it will use its best effort to prevent any act forbidden in the first paragraph of this Article on the part of any Employee or group of Employees, and that in the event that such acts take place by any Employee or group of Employees, the Association further agrees that it will use its best efforts to cause an immediate cessation thereof.

There will be no lockout by the Board during the term of this Agreement.

ARTICLE 8

STANDARD PROVISIONS

8.1 Work Day

The length of the Employee Work Day will be 7.5 hours, beginning twenty (20) minutes before and extending ten (10) minutes after the student day.

The Board and the Association recognize that the length of the Employee Work Day, the amount of daily/weekly preparation time and student contact time are of great importance in the District. Changes in practices in effect at the start of the then current agreement on these items will not be made without bargaining with the Association.

8.2 Work Year

The work year may consist of up to 188 Employee Work Days. The calendar will consist of 176 pupil attendance days usually, four (4) institute days, three (3) parent-teacher conference days and five (5) emergency days. Part-time Employees will attend professional obligations in consultation with their supervisor. If any emergency days are used as Employee Work Days, pupils must be in attendance. If an Employee is required to work more than 183 days they will be paid at the rate of 1/183 of their salary for each day worked.

8.3 Class Size

- A. The Board and Association agree that it is desirable to maximize individualized instruction and increase potential for achievement and learning. It would not serve the best interest of either side to agree to maximum or minimum numbers of class size.
- B. In determining class sizes, the Board may consider the physical size and condition of the classrooms as well as all health and safety aspects of the room.

8.4 Planning Periods

Each Employee will receive two duty-free preparation periods, one of which will not be fewer than forty (40) consecutive, uninterrupted minutes daily, exclusive of lunchtime. The Administration agrees not to schedule meetings or conferences which would require the Employee's attendance during such time.

8.5 Duty-Free Lunch

As per the School Code, all Employees will receive a duty-free lunch period of no less than thirty (30) minutes each day. The Administration agrees not to schedule meetings or conferences which would require the Employee's attendance during such time.

8.6 Faculty Meetings

The Association and the Board recognize the need for having a limited number of faculty meetings. Faculty meetings, when scheduled, will not exceed one (1) per month except in emergency situations. Such meetings will be held either before or after the normal school day and will not exceed one (1) hour.

8.7 School Calendar

The Superintendent or designee will meet with the President of the Association or designee to seek his/her recommendations for the School calendar prior to its adoption by the Board as well as recommendations for up to five (5) evening events, which Employees may be required to attend.

8.8 Employee Economic Profiles

Each Employee will receive his/her Employee Economic Profile as prepared by the Business Office each year on or before October 1st. Employees will notify the Business Office of any discrepancies in the Employee Economic Profile within fifteen (15) calendar days of receipt.

8.9 End of Trimester Release Time

Within two weeks of the end of each trimester, the District will provide at least 2.5 hours of uninterrupted teacher-directed time to support end of trimester work.

ARTICLE 9

VACANCIES AND TRANSFERS

9.1 Vacancies

Employees must notify the Administration before January 1st of each year of assignment preferences for the next school year.

A vacancy will be defined as a position within the bargaining unit currently unfilled including newly created positions, after all Employees have been assigned.

As soon as vacancies are known or anticipated, Employees will be notified via email. Vacancies will remain open for five (5) calendar days prior to filling the position.

The job description for a vacancy will be specific for that position and will include any criteria which the Administration is seeking.

No Employee who meets the criteria set forth in a vacancy job description will be denied an interview for that vacancy.

Vacancies will be filled by consideration of certification, qualifications, merit and ability (including performance evaluations when available), and relevant experience. If the Board determines that two candidates for a position are equal, then the Employee will be selected over non-Employee applicants. When the Superintendent or designee determines all factors to be equal between two or more current Employees, the Employee with the most seniority, as defined in Section 13.2, will be selected to fill the position.

In denying an Employee a posted vacancy position, the Administration, upon request of the Employee, will provide, in writing, and within five (5) Business Days of receiving the request, the specific reasons for that denial.

9.2 Transfers

Transfers will be defined as either a voluntary or an involuntary move from one position to another within the bargaining unit.

Transfers to fill vacancies will be made by consideration of certification, qualifications, merit and ability (including performance evaluations when available), and relevant experience. When the Superintendent or designee determines all factors to be equal between two or more Employees, the Employee with the most seniority, as defined by Section 13.2, will be selected to fill the position.

In the case of involuntary transfers, when the Superintendent or designee determines all factors to be equal between two Employees, the Employee with the least seniority, as defined in Section 13.2, will be selected to fill the position.

Employees will be notified of their assignment for the coming year by the last day of school for the current year.

No changes in an Employee's assignment may be made after June 30th unless it is by Employee request or such a change is necessitated by an Employee resignation, the need for additional staffing, or some other such extenuating circumstance. The final decision on involuntary transfers will be made by the Board. In the case of involuntary change after June 30th, the affected Employee and the Association will receive written notice of the change within five (5) calendar days of the Superintendent gaining knowledge of the need for the change. If the affected Employee so requests in writing within five (5) calendar days of receiving notice of the change, the Superintendent will promptly review the change with the affected Employee. The Employee may have an Association representative present at such a review. Within five (5) calendar days after the review, an affected Employee, who has not accepted his/her involuntary transfer, will be released from his/her contract.

9.3 Job Sharing

Job sharing is a voluntary program providing two (2) tenured teachers the opportunity to share one (1) full-time equivalent teaching position.

A tenured teacher may, at the discretion of the Board, obtain a leave to participate in a District job-sharing arrangement. Job sharing arrangements may continue from year to year provided that (1) the Employee requests and the Board approves an annual extension, and (2) the job share is not split between two (2) school years.

Elementary teachers, junior high school teachers, special education teachers in a self-contained classroom, specialists and kindergarten teachers may be granted a part-time leave of absence, subject to such terms and conditions as the Employee and the Board (through its Administration) may agree upon, provided that a suitably competent Employee can be retained to share the position. The determination of competency and the extent to which the Administration succeeds in recruiting a person for such a position will not be subject to the grievance procedure.

An Employee in a job-sharing position may return to full-time employment only at the beginning of a school year, provided he/she has notified the District in writing on his/her desire to do so before February 1st of the school year prior to return.

The responsibilities of an assignment shared by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of the principal or, if there is none, the appropriate administrator. This plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, District meetings, parent conferences and field trips.

Participants in job-sharing positions will be placed appropriately on the salary schedule,

and salaries will be prorated according to the time worked. Employees in job sharing positions will receive step movement on the salary schedule following the accumulation of the equivalent of one year of full-time service.

Participants in job-sharing positions will receive pro-rated insurance and leave benefits. Contributions to the Teachers' Retirement System will be proportionate to the time worked.

During participation in a job-sharing position, an Employee retains tenure and years of seniority will accrue in proportion to the time worked.

The application and proposed plan for a job-sharing leave must be acted upon by the immediate supervisor, and submitted to the Superintendent by March 1st of the school year before the job share would begin.

Any Employee whose request for a job-sharing leave is denied may, upon request, receive the rationale for such denial in writing from the Administration.

ARTICLE 10

EMPLOYEE EVALUATION

10.1 Evaluation Plan

The Evaluation of Employees is the “Teacher Professional Development and Evaluation System” to be referred to as the “Evaluation Plan.”

10.2 Evaluation Committee

The Evaluation Committee will monitor the implementation and use of the Evaluation Plan. The Evaluation Committee will modify or otherwise make changes to the Evaluation Plan should issues arise. All suggestions for Evaluation Plan changes and modifications will be submitted to the Evaluation Committee for review and possible implementation.

The Evaluation Committee will consist of all administrators who evaluate Employees and an equal number of representatives from the Association as appointed by the Association President.

10.3 Advising Employees

The principal, Superintendent or designee will assign an advising Employee to each probationary Employee. The advising Employee, insofar as possible, will be a tenured Employee with a minimum of four (4) years teaching experience and will be engaged in teaching within the same grade, or subject areas as the probationary Employee. The advising Employee will assist the probationary Employee in becoming acquainted with the teaching profession and the School system. The advising Employee will not be involved in the evaluation of the probationary Employee.

10.4 Summative Rating Appeal

A. If a staff member receives an UNSATISFACTORY summative rating, s/he can file an appeal within 5 school days from the date of the Summative Evaluation Meeting.

1. The appeal will be filed, in writing, to the superintendent.
 - a) The appeal should include the staff member’s rationale for disagreeing with the rating.
 - b) The rationale should include, though not be limited to, the following:
 - i. reference to specific evidence that has been collected through informal and formal observations.

- ii. dates or elements not consistent with the timelines or processes established in the Teacher Professional Development & Evaluation System.
- 2. The Summative Rating Appeals (SRA) Committee will be comprised of four (4) members. Neither the immediate supervisor of the person rated unsatisfactory nor the person rated unsatisfactory can be on the committee.
 - a) Two (2) Admin members chosen by the Superintendent
 - b) Two (2) Association members chosen by the OGEA president including
 - i. One (1) member of Executive Board
 - ii. One (1) Association member who is a certified evaluator, having taken and passed the requisite training
 - (a) If no association member who is a certified evaluator is available, a member of the Evaluation Committee will serve in that role.
- 3. A sub-committee will be formed called the Evaluation Documents Panel (EDP) and comprised of four (4) members*. **It is preferred that members are not part of the SRA*
 - a) Two (2) Admin members chosen by the Superintendent
 - b) Two (2) Association members chosen by the OGEA president including
 - i. One (1) member of Executive Board
 - ii. One (1) Association member who is a certified evaluator, having taken and passed the requisite training
 - (a) If no association member who is a certified evaluator is available, a member of the Evaluation Committee will serve in that role.
- 4. The EDP will be provided with all evaluation documents for that evaluation cycle and the employee's letter of appeal.
- 5. The EDP will meet to discuss and deliberate over those documents.

Upon reaching a decision, the EDP will present its findings to the members of the SRA including dissenting opinions, if any.

- B. Following the EDP review of documents, the SRA may vote on whether to interview witnesses. Interviews can be done in person or via a form created by the SRA per its discretion.
 - 1. A tie vote will fall in favor of interviews conducted by the SRA
 - 2. People who may be interviewed include the immediate supervisor of the person rated “Unsatisfactory,” any administrator who collected evidence affecting the rating, the person rated “Unsatisfactory,” and any staff member who has worked with the teacher and has first-hand knowledge of his/her professional performance.
- C. Upon conclusion of the interviews (if necessary), the Summative Rating Appeals Committee will vote by secret ballot to either confirm the “Unsatisfactory” rating or to nullify the “Unsatisfactory” rating. In either case, a new evaluator will be assigned to the appealing staff member.
 - 1. A simple majority vote is sufficient.
 - 2. If the vote is a tie, one (1) Admin member and one (1) OGEA member of the SRA will make a presentation to the superintendent who will then cast the deciding vote.
 - 3. If the Committee votes to nullify the rating, the SRA will work as a team and re-rate each domain using the evidence collected throughout the appeal to determine the new rating.
 - 4. Upon conclusion of the appeals process, a formal letter will be written as an addendum to the unsatisfactory summative evaluation that outlines the decision of the Committee, providing evidence when necessary, and signed by the official designee from both the association and the administration.
- D. The entire appeals process (from the day the appeals process is invoked until a final summative rating is established) will take no more than fifteen (15) school days unless mutually agreed upon between the association and administration.
 - 1. All efforts will be made to conduct appeals business within school hours.

ARTICLE 11

LEAVES

11.1 Association Leave

The Association will be entitled to ten (10) Employee Work Days of Association leave per year for the purpose of sending representatives to IEA-NEA sponsored conferences, conventions or workshops. Employees authorized by the Association to take such leave will be released from duties without loss of pay subject to the following, if it does not interfere with duties as determined by the Superintendent:

- A. The Association will give the Superintendent or designee written notice of the name of the Employee authorized to take such leave at least five (5) Employee Work Days in advance of the day such Employee will be absent, and;
- B. The Association will reimburse the District in an amount equal to the existing substitute rate for each leave day on which a substitute is actually employed.

11.2 Sick Leave

- A. Each Employee will earn twelve (12) sick leave days per school year prorated based on Full Time Equivalency (FTE) per school year with unlimited accumulation of unused sick leave days.

- B. Sick leave will be applicable to:

- 1. personal illness or injury
- 2. severe illness or injury of a member of the household or immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in law, brothers-in-law, sisters-in-law, legal guardians)

Sick leave used for bereavement purposes for death outside of the household or immediate family, as defined by the School Code, is limited to one (1) day for each occurrence. Leaves due to the death in the immediate family are limited to the number of sick days accumulated as of that date.

- C. An Employee may use up to thirty (30) days of accumulated sick leave for the purpose of childbirth or adoption as specified in the School Code. Sick leave may be used in conjunction with an unpaid leave of absence when appropriate (i.e., maternity, serious illness of family member, FMLA).
- D. A note from a licensed medical professional verifying illness or injury resulting in absences of more than three (3) consecutive days may be required by the Board prior to the Employee's return to work. Failure to provide a note from a licensed

medical professional may result in leave without pay. After three (3) consecutive weeks of absence, the Board reserves the right to a second opinion regarding the illness or injury.

11.3 Sick Leave Bank

The Board and the Association recognize the possibility that in rare instances, an Employee or their immediate family may, by the nature of a long-term or life-threatening illness or injury, be forced to be absent from work for a period of time in excess of his/her accumulated sick leave and personal days. With this in mind, the Board and the Association have established a voluntary Sick Leave Bank, hereinafter referred to as the “Bank”.

The following are rules and regulations developed by the Association and Board for the purpose of implementing the District’s voluntary Bank:

A. Employee

1. Full time or part time Employees may participate in the Bank after completing one (1) full school year of employment in the District.
2. Employees will need to complete and submit the **Sick Leave Bank Enrollment Form** to the Business Manager (see Appendix C).
3. Open enrollment will:
 - a. coincide with the open enrollment period for health insurance and the flexible spending plan;
 - b. be available if sick days are depleted to 15 days in the Bank; and
 - c. be available if an Employee has a change in family status.

B. Donation of Days

1. Upon enrollment in the Bank, an Employee will donate one (1) sick day to the Bank.
2. If the total number of days in the Bank falls below fifteen (15) days, an Employee will need to donate one (1) additional day to maintain membership in the Bank.
3. The donation of sick days is irrevocable.

C. Use of the Bank

An Employee may, under the following conditions, draw days from the Bank:

1. In order to draw from the Bank, an Employee must have donated to the Bank, including donating a day if the total days in the Bank fall below fifteen (15) days.
2. A written doctor's verification of the illness is necessary. The doctor will not be a relative of the Employee.
3. Immediate family is defined as Employee, spouse, child, or parent.
4. A **Request to Use Sick Leave Bank Days Form** (see Appendix D) must be completed and submitted to the Business Manager.
5. If the Employee uses twenty (20) days from the Bank, the Oversight Committee will review a request for any additional days.
6. Within the limits set forth, the Bank may be used up to the point of Employee eligibility for short or long-term disability.

D. Sick Leave Bank Oversight Committee

1. The Oversight Committee will consist of the Association President, President-Elect, Superintendent, and Business Manager.
2. Upon receiving a **Request to Use Sick Leave Bank Days Form**, the Oversight Committee will meet to review the request and determine eligibility.
3. The Oversight Committee will meet no later than June 1st of each year to review and evaluate the implementation of the Bank.
4. The Oversight Committee may recommend changes to the Bank subject to the approval of the Association and the Board.

11.4 Personal Leave

Each Employee will receive three (3) days per school year of personal business leave without loss of pay for matters which cannot be handled during non-Employee Work Days or hours. Written notification of such leave will be made to the Superintendent or designee at least five (5) calendar days before the leave. In case of emergency, the Superintendent may accept shorter notice. If the full amount of personal leave allowed is not used, it may accumulate up to six (6) days. Unused amounts of accumulated days in excess of the six (6) will be placed in the individual's sick leave account. An Employee may transfer his/her

accumulated personal leave to his/her accumulated sick leave at any time. Personal leave will not interfere with an Employee's duties as determined by the Superintendent or designee. Extended personal leave beyond four (4) consecutive Employee Work Days may only be used upon written submission of the reason(s) for the leave, and if pre-approved by the Superintendent or designee in his/her sole discretion. Personal leave days may not be used before or after a holiday, or during the first or last week of school, unless pre-approved by the Superintendent or designee. If personal leave is denied, written reasons will be given to the Employee.

11.5 Bereavement Leave

Leave will be granted to an Employee due to the death of a member of the immediate family, upon written request to the Superintendent or designee. Immediate family is defined as wife, husband, child, grandchild, grandparents, sibling, parent, in-laws or cohabiter. Such leave will not exceed three (3) Employee Work Days unless extended at the discretion of the Superintendent or designee.

11.6 Religious Leave

Each Employee may utilize two (2) days of religious leave without loss of pay for religious holidays that occur on Employee Work Days. Written notification of such leave must be made to the Superintendent or designee by August 31st each year.

11.7 Jury Duty & Compliance with a Subpoena

The Board will pay Employees involuntarily called to serve as jurors or subpoenaed to appear before a legal or legislative panel as witnesses their regular salary reduced by the amount of compensation received by the Employees for such service. Employees on such service will make every effort to make their classes when their services are not required. This provision does not apply to Employees participating in an Association matter (e.g., grievance hearings and unfair labor practice charges) or Employees' personal legal matters.

11.8 Prearranged Leave When School Is Closed

On days when School is officially closed, any prearranged leave days charged against Employees will be returned to the Employee's allowance.

11.9 Leave of Absence-Unpaid

- A. The Board may grant a leave of absence without pay after application by an Employee for a purpose deemed appropriate and beneficial to the District (appropriate purposes may include, but are not limited to, such things as childcare, extended illness of family member, military leave, or other personal reasons).
- B. Seniority will not accrue or be deemed interrupted during any unpaid leave of absence. No benefits will be given or accrued during this period. It will be

understood that no Employee may accept full-time employment while on a leave of absence. However, an Employee granted an unpaid leave of absence for up to one (1) school year due to the temporary relocation of his/her spouse may accept full-time employment during that one (1) school year.

- C. Personal and sick leave will not accumulate during an unpaid leave. Any sick leave days accumulated prior to an unpaid leave will be available to the Employee upon return to employment in the District.
- D. Employees on an unpaid leave of absence will maintain insurance coverage and are liable for timely payments of one hundred percent (100%) of the premiums to the Board.
- E. Employees requesting an unpaid leave of absence during the current school year must submit a written request to the Superintendent or designee at least thirty (30) calendar days whenever possible. When advanced notice is not possible, notice must be given as far in advance as is possible. In the case of maternity leave, notice must be given at least ninety (90) calendar days before the date the leave is to begin. In the case of an emergency or adoption, notice must be given promptly. The Superintendent or designee will notify the Association of a request for an unpaid leave within ten (10) business days of receiving it.
- F. An Employee must submit a request in writing at least one hundred twenty (120) calendar days before the end of the school year to the Superintendent or designee for an unpaid leave for the following school year.
- G. In all instances where an Employee is granted an unpaid leave of absence for eight (8) calendar months or more, as a condition thereof, the Employee will advise the Superintendent or designee in writing, no later than February 1st prior to the termination of such leave whether he/she intends to return to employment. Lack of timely notification will be treated as a resignation from the District.

The Board may, at its discretion, permit the early termination of any unpaid leave of absence upon the request of the Employee. The termination or non-termination will be non-precedential with respect to any other request by such Employee or any other Employee.

- H. Upon return from an unpaid leave of absence, an Employee will be assigned a position within the parameter of his/her certification if such a position is available.

11.10 Family and Medical Leave Act

The Board and the Association agree to comply with the provisions of the Federal Family and Medical Leave Act (FMLA), as amended from time to time.

11.11 Professional Leave

A. Leave at the Request of the Employee

1. All full-time Employees are entitled to two (2) professional leave days during the school year. Any professional leave days must be requested by the Employee in writing at least one (1) week prior to the day requested by filling out a "Request for Professional Day" form.
2. The Superintendent or designee will approve or reject requests for professional leave days within five (5) business days of receipt. A rejection will be accompanied by detailed reasons in writing.
3. The Superintendent or designee has final authority in granting or denying requests for professional leave.
4. Upon approving a request for professional leave, the District will pay the substitute teacher's salary. No other expenses are covered.

B. Leave at the Request of the Administration

In addition to professional leave days, at the request of the Superintendent or designee, Employees may attend educational meetings and conferences. In such cases, all reasonable expenses incurred by the Employee will be reimbursed by the District. To be eligible for reimbursement, all expenses must be itemized and accompanied by paid receipts.

Reimbursable expenses include:

1. Registration fees,
2. Mileage at the currently reimbursable IRS rate,
3. Reasonable parking expenses,
4. Meal reimbursement at the current ISBE rate, and
5. Reasonable room charges.

No other personal expenses will be reimbursed (e.g., telephone, entertainment, etc.).

- C. When such attendance will require the Employee to be away for more than two (2) days or one (1) overnight, prior approval must be received from the Board, otherwise the Superintendent or designee will have full authority to request such attendance within the budget established by the Board of Education.
- D. Professional leave not taken during the school year cannot be accumulated.

ARTICLE 12

SALARY AND BENEFITS

12.1 Salary

- A. The salary schedules are set forth in Appendix A.
- B. Payroll checks will be issued twenty-four (24) times each year. Employees will receive their summer period salary in separate checks on or before July 1st.
- C. If a regular pay date during the school year falls on a day when school is not in session, Employees will receive pay on the last day school is in session. Any changes to this will be agreed upon between the Business Office and the OGEA on an ad hoc basis.

12.2 Insurance

- A. The Board will make available a medical-hospitalization program to all eligible Employees. Eligible Employees is defined by the agreement between the Board and the Insurance Carrier.
- B. Each year, the Board will contribute a defined maximum contribution, on behalf of each full time Employee, calculated from the base rates set forth in the chart below for the selected tier toward the total cost of whichever health insurance plan is selected by the Employee or the total cost of whichever health insurance plan selected by the Employee, whichever is less:

Plan Tier	Maximum Annual Board Contribution
Employee	\$8,803
Employee + Child	\$15,473
Employee + Spouse	\$16,899
Family	\$23,899

The Maximum Annual Board Contributions will be calculated annually based on the average premium renewal increase for all plans up to seven percent (7%). If the average annual premium renewal increase is between seven percent (7%) and twelve percent (12%), the Maximum Annual Board Contributions will be increased by seven percent (7%). If the average annual premium renewal increase is above twelve percent (12%), the Maximum Annual Board Contribution will be half of the increase above twelve percent (12%) plus seven percent (7%) up to a total increase in the Maximum Annual Board Contribution of ten percent (10%). The increase to Maximum Annual Board Contribution will not exceed ten percent (10%) in any year.

For example:

Average Annual Premium Increase	Percentage Increase to Maximum Annual Board Contribution
4%	4%
7%	7%
8%	7%
11%	7%
12%	7%
13%	7.5%
14%	8%
16%	9%
18%	10%
20%	10%
25%	10%

- C. In no event will an Employee receive more than the actual cost of the plan selected. The Employee is responsible for any premium contribution in excess of the Maximum Annual Board Contribution. The Maximum Annual Board Contribution includes the premium contribution and/or contribution to a Health Savings Account (HSA).

The annual contribution to Employees' HSA will be provided by the Board directly into an Employee's HSA bank of choice not to exceed the following amounts:

HSA/PPO Selections
Employee – Up to \$625
Employee/Child – Up to \$625 x three (3) individuals
Employee/Spouse – Up to \$625 x two (2) individuals
Full Family – Up to \$625 x three (3) individuals

For less than full time Employees, who are eligible for the medical-hospitalization program according to the agreement between the Board and the Insurance Carrier, the Board Maximum Annual Contribution will be prorated based on the Employee's FTE.

- D. All Employees covered by this Agreement who elect to have insurance may choose either Employee, Employee/Child, Employee/Spouse or Full Family coverage during the open enrollment period. Such election will be binding for the balance of the school year. All Employees hired after the enrollment period will make a similar election within thirty (30) days of the first day of their employment. Employees may only change their election upon Change of Family Status including: marital status, family size, loss of job by spouse, disability of spouse, involuntary loss of medical

coverage by spouse, dependent becoming eligible or ineligible for dependent status, or refusal to pay Employee share of premium.

- E. A balanced insurance committee will be maintained by the Board and Association to develop recommendations for plan design changes and insurance carrier changes (the "Insurance Committee"). Each side will determine its own representation for the committee. Both the Association and the Board will limit their representation to no more than four (4) representatives. Quarterly meetings for the year will be scheduled by the Superintendent or designee and reported to the Association by September 1st of each school year. Upon receiving recommendations from the committee that would not result in an excise tax or result in plan design changes that are cost prohibitive, the Association will ratify and the Board will approve the proposed changes before they are implemented.
- F. The Board will select the Insurance Broker.

12.3 Tuition Reimbursement and Continuing Education

- A. Salary Schedule Advancement
 - 1. Horizontal advancement on the salary schedule will be conditioned on prior written approval of the Superintendent or designee. Such approval will be granted for graduate courses in the Employee's instructional area or pursuant to a graduate program as previously approved by the Superintendent or designee. Courses will be taken in fully accredited institutions of higher learning.
 - i. Advancement on the salary schedule will be effective twice a year upon furnishing evidence of successfully completing such course(s) by October 1st or February 1st for movement during the first or second semester respectively. Evidence must be in the form of a transcript from an approved institution. Until such time as a transcript becomes available, a letter of completion or a grade report will be acceptable. Horizontal advancement beyond the master's lane will be limited to post-master's degree work. No such limitations apply to those employed prior to the 2003-2004 school year that have accumulated post baccalaureate, non-master's degree credit hours. Such Employees are limited to one lane advancement per school year.
 - ii. Employees who are absent from their duties will be credited with vertical advancement on the salary schedule provided said Employee has actually taught in the District for one-hundred and twenty (120) or more Employee Work Days during the school year for which such credit is sought and further provided that the Employee has complied in all other respects with any other provision which may be applicable regarding advancement on the compensation schedule as may be set forth in this Agreement.
 - iii. Any Employee having completed, or planning to complete graduate

courses in addition to those on which the Employee received horizontal advancement of the salary schedule, must declare such additional courses in writing to the Superintendent or designee not later than June 15th of that year to enable the Board to plan its budget. Courses reported after June 15th may not be used for advancement on the salary schedule by the Employee until the following agreement year. Transcripts must be provided to the Superintendent or designee by October 1st, annually, of any approved courses taken during the summer months. Coursework specifically discussed with and pre-approved in writing by the Superintendent prior to an Employee's enrollment therein, will be treated as meeting the reimbursement requirement of (2)(b) below.

B. Continuing Education Reimbursement

This section of the Agreement has been designated to encourage Employees to continue their professional training, provided that training has a direct bearing upon the improved education of the students of Oak Grove School.

1. Graduate Study

- a. Undergraduate courses may be submitted for tuition reimbursement if the course will enhance the professional training of an Employee related to specific classroom teaching skills required in the District and provided the course has been approved in writing, in advance by the Superintendent or designee. In no case will an undergraduate course be counted for advancement by an Employee on the salary schedule.
- b. The completion of one full school year in the District is required prior to participation in this program.

2. Reimbursement Procedures

- a. Reimbursement shall be available for undergraduate and graduate courses related to the Employee's assignment or additional teacher certification, pursuit of an advanced degree in the field of education, courses taken for additional certification, and courses for (re) licensure (speech/school psychologist/social work) provided the course has been approved in writing, in advance by the Superintendent or designee.
- b. The proposed course(s) will be initiated by the Employee and approved by the Superintendent or designee, in writing, prior to

taking the course.

- c. Reimbursement will be paid upon the successful completion of the course(s). Successful completion is defined as that which is awarded a final grade of “A” or “B”. In the event that only a pass/fail system is utilized by the educational institution, successful completion of the course will be defined as that which is awarded the final grade of “pass”. Final transcripts of the grade(s) must be submitted to the Superintendent or designee prior to receipt of reimbursement.
- d. The Board will reimburse the tuition costs under the following eligibility requirements:

Full-time Employee who has completed one (1) full school year in the District	Up to a maximum of \$660.00 per Employee, per school year.
Full-time Employee who has completed three (3) full school years in the District	Up to a maximum of \$1,650.00 per Employee, per school year

The yearly period for reimbursement will begin on the last day of classes for the school year and include all classes completed within one year of such date.

Reimbursement eligibility does not accumulate from year-to-year.

12.4 Continued Achievement Benefit

A CAB Committee will continue to monitor and evaluate the program. The CAB Committee will include three (3) members appointed by the Board and three (3) members appointed by the Association. Each party will designate a Co-Chairperson. Either Co-Chairperson can convene a meeting of the CAB Committee. The CAB Committee will have stated goals and each meeting will have a set agenda.

- A. Employees shall be eligible to participate in CAB if they:
 - 1. Have ten (10) years of service in the District; and,
 - 2. Received an evaluation rating of proficient or better on their last two (2) evaluations; and,
 - 3. Are currently participating in a qualifying mentoring activity that is performed over two (2) consecutive school year, as confirmed by the Superintendent; and,
 - 4. Have not elected to receive retirement benefits as defined in 12.5.

- B. Eligible Employees will receive an annual bonus of twenty-five hundred dollars (\$2,500.00) or two and one-half percent (2.5%) of the Employee's salary (which is equivalent to \$5000.00 or 5% divided over two years); whichever is less, for up to ten (10) years as long as the Employee continues to meet the above criteria. This annual bonus will be treated as extra-curricular stipends are treated, and will not be added to the Employees' base salary. The annual bonus will be added only for each year that CAB activities are performed and will not be added to the Employee's base salary.

12.5 Retirement

A. Financial Wellness

All Employees shall receive an annual financial wellness contribution of \$700, deposited into a 457 Plan, with contribution made on or about December 5th. Each teacher shall receive the financial wellness contribution at an amount equal to his/her full-time equivalence (FTE). There will only be one district selected provider of the 457 Plan.

B. Retirement Incentive Program

1. Definition of Continuous Service – Continuous service shall not be considered interrupted or broken if a leave of absence has been granted during this service; however, the leave of absence shall not be counted as a year of service.
2. Eligibility Requirements - An Employee is eligible for retirement benefits from Oak Grove School District #68 if the following conditions are met:
 - Is eligible for a retirement annuity from the Teachers' Retirement System;
 - Attains ten (10) or more continuous years of service with Oak Grove School District #68 at the time of retirement;
 - Notifies the Board by written letter on or before June 15th of the school year, at most, three (3) years preceding retirement of his or her intent to retire and has not started a new CAB Program.
3. Retirement Benefits- Any Employee who has been employed by the Board for at least ten (10) continuous years shall be entitled to participate in the Retirement Incentive Program.
 - a. The Board shall pay a total retirement incentive of five percent (5%) over the Employee's creditable earnings in the previous year for a maximum of three (3) years of employment prior to retirement

- b. For any Employee who elects to participate in the TRS Health Insurance Plan, the Board shall pay the single premium each year up to a lifetime total benefit of \$12,750:
- c. For the purpose of this article if an Employee has provided notice of the intent to retire and is to receive a 5% retirement incentive the Employee shall continue to perform the same paid assignments that resulted in the total previous year's creditable earnings upon which the retirement incentive is based. If the Employee voluntarily declines to perform any of the previous year's paid assignments or is removed for cause, the Employee's compensations shall be reduced accordingly.

4. TRS 6% Rule

No Employee who has given notice of retirement as defined in Article 12.5 shall receive a retirement incentive greater than 6% that will result in an additional payment, contribution, and/or penalty to TRS by the Board. The limit shall be applied to any TRS creditable earnings including but not limited to step increases, lane increases, extra-curricular pay and stipends.

5. Life Altering Events

A life-altering event shall be the death of a spouse or divorce, catastrophic illness of the Employee or a spouse, loss of employment of a spouse, or any other qualifying event at the sole discretion of the Board.

6. Revocation of Retirement Notice for Extraordinary Reason

Should a life-altering event occur after an Employee's notice to retire has been tendered, that Employee may revoke the notice and must do so by March 1st prior to the expected retirement date.

7. Employment Reinstatement

After revoking a retirement notice and starting with the next School year, the Employee shall be placed on the salary schedule at the cell which reflects movement through the schedule had the Employee not given notice to retire. This does not prohibit an Employee from receiving post retirement incentives that were in effect at the time of his/her original retirement notice. The Employee will not be eligible for any other retirement incentives under this or any successor agreements.

12.6 Extra Curricular Duties

- A. The Extra Curricular Committee will continue to monitor and evaluate the program

within the annual budget authorized by the Board. The Extra Curricular Committee will include three (3) members appointed by the Board and three (3) members appointed by the Association. Each party will designate a Co-Chairperson. Either Co-Chairperson can convene a meeting of the Extra Curricular Committee. The Extra Curricular Committee will have stated goals and each meeting will have a set agenda. Extra Curricular Committee will develop the practices for administration of the Extra Curricular duties during the 2020-2021 work year.

- B. No new duties shall be added to the extracurricular duties list, nor compensation decided without Extra Curricular Committee approval.
- B. Employees may bring ideas for extracurricular activities not currently on the list to the Extra Curricular Committee. Such activities may be implemented as pilot activities for a one (1) year period with compensation to be agreed to by the Board and Association. If said pilot activity is to continue, such activity will be added to the extracurricular duty list (Appendix B).
- C. Any Employee who voluntarily accepts the extracurricular duties of an absent Employee will be reimbursed by the Board at a per diem rate of the corresponding extracurricular stipend. This will apply to excused absences only.
- D. Time commitments different from the previous school year in any extra duty as deemed significant by a committee consisting of the Extra Curricular committee may affect the stipend during the length of the Agreement. The committee may submit to the Board recommendations for appropriate adjustments in the stipend, which upon approval by the Board, will be pro-rated depending on the time commitment change.
- E. All extra duty compensation will be included in the Employee's Economic Profile.
- F. Extra-curricular stipends will follow the schedule in Appendix B. Beginning with the 2021-2022 school year, all future compensation for a particular extra duty will be paid out upon submission of a timesheet for the particular duty. Compensation for an extra duty will not exceed the total amount listed in Appendix B. Any changes to this shall be approved by the Superintendent or designee on an individual basis.

12.7 Internal Substitution

Employees (in-house) who substitute for another Employee (in-house) during regular School hours will be compensated on a prorated basis, based on a rate of double the current substitute teacher rate, as determined and set by the Board. This policy will apply only when scheduled planning periods are used, when two (2) or more classes are combined, or when one Employee of a team is absent and the remaining Employees cover the class. This policy will apply only in case of illness or emergency in the building when traditional substitute use is not feasible.

12.8 Curriculum Work and Professional Development

Curriculum work requested from the Administration on non-Employee Work Days will be compensated at the rate of:

<u>Half Day</u>	<u>Full Day</u>
\$87.50	\$175.00

Employees requested to provide, as the instructor, professional development or advising pursuant to PERA outside the normal work hours by the Superintendent or designee will be compensated at twice the rate for curriculum work. An Employee may not be a participant and an instructor.

12.9 Mentoring

1. Teachers who are new to the district will be required to participate in a mentor program. Each new teacher will be assigned a mentor for the first year and will complete a schedule of activities and timelines. All activities will be approved by mutual agreement between the Association and Administration. Teachers who are new to the district but not to the profession may be eligible to participate in a modified mentor program. Eligibility for the modified mentor program will be at the discretion of the Superintendent or his/her designee. Whenever practicable, mentors will be assigned based on similar teaching and building assignments. Mentors will receive compensation based on participation at the semester for their role in new teacher development.
2. Year Two Mentor Program - teachers entering their second year in the district will be encouraged to participate in outlined activities and timelines. All activities will be approved by mutual agreement between the Association and Administration. Year Two teachers will be compensated at an hourly rate for any meetings outside of contract working hours.

ARTICLE 13

REDUCTION-IN-FORCE

13.1 Discussion of Reduction-in-Force (RIF)

When the Board decides it is necessary to reduce the number of Employees in the District, it will seek to discuss reduction in Employee positions with the Association prior to taking final action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction in Employee positions.

It is understood by the parties to this Agreement that School Code Section 24-12 will apply with respect to reduction-in-force.

The Administration and Association will form a “RIF Joint Committee” for the purposes established in Section 24-12 of the School Code. The RIF Joint Committee will be made up of up to eight (8) members divided equally between Administration and Association members. The Association and Administration will select their own members for the RIF Joint Committee and each will designate one of their members as co-conveners. The co-conveners will establish the agenda and meeting times of the RIF Joint Committee. The RIF Joint Committee will consider the criteria, if any, for moving individuals from Group 2 to Group 3 and any alternate definition for placement in Group 4. The RIF Joint Committee will convene its first meeting by December 1st each year. If no agreement is reached by February 1st each year, the statutory definitions of Groups 2, 3 and 4 will govern. The RIF Joint Committee may also monitor the evaluation rating trends in the District and will prepare an annual report for the Board and Association by March 1st of each year. Any member of the RIF Joint Committee may request and receive the past two (2) evaluation ratings of all Employees in the District as well as length of service, but individual Employees will not be identified by name. All decisions of the RIF Joint Committee will be by majority vote.

RIF lists will be provided to the Association at least seventy-five (75) calendar days before the end of the school year.

13.2 Seniority

Seniority is defined as an Employee’s length of continuous service in the District. Full-time Employees will accrue seniority from their first Employee Work Day. Part-time tenured Employees will accrue seniority from their first Employee Work Day on a pro-rated basis equal to their part-time percentage of employment for the year. Seniority will not accrue or be deemed interrupted during any unpaid leave of absence.

13.3 Maintaining and Posting of Seniority List

The Administration, after conferring with the Association, will prepare, maintain, and ~~post~~ share the seniority list with the Association at least ninety (90) calendar days before the end of the school year.

ARTICLE 14

EFFECT OF AGREEMENT

The Board and the Association agree that in the application of this Agreement and all practices, procedures, and policies of the Board, all applicable discrimination laws apply.

ARTICLE 15

SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Employee or to any group of Employees is held to be contrary to the law, then such provisions or applications will not be deemed valid and subsisting except to the extent permitted by the law; but all other provisions or applications will continue in full force and effect and the Board and the Association will meet to discuss possible changes necessitated by such actions.

The Board and Association hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Board and Association after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

All terms and conditions of employment not covered or not abridged by this Agreement, will continue to be subject to the Board's exclusive direction and control and will not be the subject of negotiations during the life of this Agreement.

In such case that both the Board and Association mutually agree to negotiate any conditions and/or terms of employment not covered in this Agreement, the Board and Association will meet to bargain.

ARTICLE 16

DURATION OF AGREEMENT

This Agreement will be effective as of August 18, 2020 and will continue in effect until the day before the first day of school in the 2025-2026 school year. This Agreement will expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

For the Board of Education
School District 68
Lake County, Illinois

For the Oak Grove Education
Association, IEA-NEA


Board President


Association President


Board Secretary


Association Secretary

This 16 day of April 2020

This 16 day of April 2020

APPENDIX A – Salary Schedule

2020-2021

Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	Step
1	42,179	44,709	47,392	50,235	53,249	56,444	59,831	1
2	43,233	45,827	48,577	51,491	54,581	57,855	61,327	2
3	44,314	46,973	49,791	52,778	55,945	59,302	62,860	3
4	45,422	48,147	51,036	54,098	57,344	60,784	64,431	4
5	46,557	49,351	52,312	55,450	58,777	62,304	66,042	5
6	47,721	50,584	53,619	56,837	60,247	63,862	67,693	6
7	48,914	51,849	54,960	58,258	61,753	65,458	69,386	7
8	50,137	53,145	56,334	59,714	63,297	67,095	71,120	8
9	51,390	54,474	57,742	61,207	64,879	68,772	72,898	9
10	52,675	55,836	59,186	62,737	66,501	70,491	74,721	10
11	53,992	57,232	60,665	64,305	68,164	72,254	76,589	11
12	55,342	58,662	62,182	65,913	69,868	74,060	78,503	12
13	56,725	60,129	63,737	67,561	71,615	75,911	80,466	13
14	58,144	61,632	65,330	69,250	73,405	77,809	82,478	14
15	59,597	63,173	66,963	70,981	75,240	79,754	84,540	15
16	61,087	64,752	68,637	72,756	77,121	81,748	86,653	16
17	62,614	66,371	70,353	74,575	79,049	83,792	88,819	17
18	64,180	68,030	72,112	76,439	81,025	85,887	91,040	18

101				77,449	83,325	89,202	95,079	101
102				78,060	83,985	89,908	95,831	102
103				79,000	84,994	90,989	96,983	103
104				79,833	85,891	91,949	98,005	104
105				80,658	86,778	92,898	99,019	105
106				81,484		92,503	101,778	106
107				82,309			105,135	107
108				83,135			108,606	108
109				83,961			112,190	109
110							118,209	110
111							120,042	111
112							121,374	112
113							123,038	113
114							123,801	114
115							126,729	115

APPENDIX A

2021-2022								
Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	Step
1	43,338	45,939	48,695	51,617	54,714	57,997	61,476	1
2	44,422	47,087	49,912	52,907	56,082	59,446	63,013	2
3	45,532	48,264	51,160	54,230	57,484	60,933	64,589	3
4	46,671	49,471	52,439	55,586	58,921	62,456	66,203	4
5	47,837	50,708	53,750	56,975	60,394	64,017	67,858	5
6	49,033	51,975	55,094	58,400	61,904	65,618	69,555	6
7	50,259	53,275	56,471	59,860	63,451	67,258	71,294	7
8	51,516	54,607	57,883	61,356	65,037	68,940	73,076	8
9	52,804	55,972	59,330	62,890	66,663	70,663	74,903	9
10	54,124	57,371	60,813	64,462	68,330	72,430	76,776	10
11	55,477	58,805	62,334	66,074	70,038	74,241	78,695	11
12	56,864	60,276	63,892	67,726	71,789	76,097	80,662	12
13	58,285	61,782	65,489	69,419	73,584	77,999	82,679	13
14	59,742	63,327	67,127	71,154	75,423	79,949	84,746	14
15	61,236	64,910	68,805	72,933	77,309	81,948	86,864	15
16	62,767	66,533	70,525	74,756	79,242	83,996	89,036	16
17	64,336	68,196	72,288	76,625	81,223	86,096	91,262	17
18	65,945	69,901	74,095	78,541	83,253	88,249	93,544	18
101				79,114	83,861	88,893	94,226	101
102				80,160	86,242	92,324	98,407	102
103				80,793	86,924	93,054	99,185	103
104				81,765	87,969	94,174	100,378	104
105				82,627	88,897	95,167	101,436	105
106				83,481	89,815	96,150	102,485	106
107				84,336		95,741	105,340	107
108				85,190			108,815	108
109				86,045			112,407	109
110							116,117	110
111							122,347	111
112							124,244	112
113							125,622	113
114							127,345	114
115							128,134	115
116							131,165	116

APPENDIX A

2022-2023

Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	Step
1	44,639	47,317	50,156	53,165	56,355	59,736	63,321	1
2	45,755	48,500	51,410	54,494	57,764	61,230	64,904	2
3	46,898	49,712	52,695	55,857	59,208	62,761	66,526	3
4	48,071	50,955	54,012	57,253	60,688	64,330	68,189	4
5	49,273	52,229	55,363	58,684	62,206	65,938	69,894	5
6	50,504	53,535	56,747	60,152	63,761	67,586	71,642	6
7	51,767	54,873	58,165	61,655	65,355	69,276	73,433	7
8	53,061	56,245	59,620	63,197	66,989	71,008	75,268	8
9	54,388	57,651	61,110	64,777	68,663	72,783	77,150	9
10	55,747	59,092	62,638	66,396	70,380	74,603	79,079	10
11	57,141	60,570	64,204	68,056	72,139	76,468	81,056	11
12	58,570	62,084	65,809	69,757	73,943	78,379	83,082	12
13	60,034	63,636	67,454	71,501	75,791	80,339	85,159	13
14	61,535	65,227	69,140	73,289	77,686	82,347	87,288	14
15	63,073	66,858	70,869	75,121	79,628	84,406	89,470	15
16	64,650	68,529	72,641	76,999	81,619	86,516	91,707	16
17	66,266	70,242	74,457	78,924	83,660	88,679	94,000	17
18	67,923	71,998	76,318	80,897	85,751	90,896	96,350	18

101				81,683	86,584	91,779	97,285	101
102				82,279	87,216	92,448	97,995	102
103				83,366	89,691	96,017	102,343	103
104				84,024	90,401	96,777	103,152	104
105				85,036	91,488	97,941	104,393	105
106				85,932	92,453	98,973	105,493	106
107				86,821	93,408	99,996	106,584	107
108				87,709		99,571	109,554	108
109				88,598			113,168	109
110							116,903	110
111							120,761	111
112							127,241	112
113							129,214	113
114							130,647	114
115							132,438	115
116							133,260	116
117							136,411	117

*Oak Grove School District #68 and Oak Grove Education Association, IEA-NEA
2020-2021 through 2024-2025 Collective Bargaining Agreement*

APPENDIX A

2023-2024

Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	Step
1	45,978	48,736	51,661	54,760	58,046	61,529	65,220	1
2	47,127	49,955	52,952	56,129	59,497	63,067	66,851	2
3	48,305	51,204	54,276	57,532	60,984	64,643	68,522	3
4	49,513	52,484	55,633	58,971	62,509	66,260	70,235	4
5	50,751	53,796	57,024	60,445	64,072	67,916	71,991	5
6	52,020	55,141	58,449	61,956	65,674	69,614	73,791	6
7	53,320	56,519	59,910	63,505	67,315	71,354	75,636	7
8	54,653	57,932	61,408	65,093	68,998	73,138	77,526	8
9	56,019	59,381	62,943	66,720	70,723	74,967	79,465	9
10	57,420	60,865	64,517	68,388	72,491	76,841	81,451	10
11	58,855	62,387	66,130	70,098	74,304	78,762	83,487	11
12	60,327	63,946	67,783	71,850	76,161	80,731	85,575	12
13	61,835	65,545	69,478	73,646	78,065	82,749	87,714	13
14	63,381	67,184	71,215	75,488	80,017	84,818	89,907	14
15	64,965	68,863	72,995	77,375	82,017	86,938	92,155	15
16	66,589	70,585	74,820	79,309	84,068	89,112	94,458	16
17	68,254	72,349	76,690	81,292	86,169	91,339	96,820	17
18	69,961	74,158	78,608	83,324	88,324	93,623	99,240	18

101				84,538	89,610	94,986	100,686	101
102				85,358	90,480	95,909	101,663	102
103				85,981	91,140	96,609	102,405	103
104				87,118	93,727	100,338	106,949	104
105				87,805	94,469	101,132	107,794	105
106				88,862	95,605	102,348	109,091	106
107				89,799	96,613	103,427	110,240	107
108				90,728	97,611	104,496	111,380	108
109				91,656		104,051	114,484	109
110							118,260	110
111							122,164	111
112							126,196	112
113							132,966	113
114							135,028	114
115							136,526	115
116							138,398	116
117							139,256	117
118							142,550	118

APPENDIX A

2024-2025								
Step	BA	BA +12	BA +24	MA	MA +12	MA +24	MA +36	Step
1	47,357	50,198	53,210	56,403	59,787	63,374	67,177	1
2	48,541	51,453	54,541	57,813	61,282	64,959	68,856	2
3	49,755	52,740	55,904	59,258	62,814	66,583	70,578	3
4	50,998	54,058	57,302	60,740	64,384	68,247	72,342	4
5	52,273	55,410	58,734	62,258	65,994	69,953	74,151	5
6	53,580	56,795	60,203	63,815	67,644	71,702	76,004	6
7	54,920	58,215	61,708	65,410	69,335	73,495	77,905	7
8	56,293	59,670	63,250	67,045	71,068	75,332	79,852	8
9	57,700	61,162	64,832	68,722	72,845	77,216	81,849	9
10	59,142	62,691	66,452	70,440	74,666	79,146	83,895	10
11	60,621	64,258	68,114	72,201	76,533	81,125	85,992	11
12	62,137	65,865	69,817	74,006	78,446	83,153	88,142	12
13	63,690	67,511	71,562	75,856	80,407	85,232	90,345	13
14	65,282	69,199	73,351	77,752	82,417	87,362	92,604	14
15	66,914	70,929	75,185	79,696	84,478	89,546	94,919	15
16	68,587	72,702	77,064	81,688	86,590	91,785	97,292	16
17	70,302	74,520	78,991	83,731	88,754	94,080	99,724	17
18	72,059	76,383	80,966	85,824	90,973	96,432	102,218	18
101				87,074	92,298	97,836	103,706	101
102				88,342	93,642	99,261	105,216	102
103				89,199	94,551	100,225	106,238	103
104				89,851	95,242	100,956	107,013	104
105				91,038	97,945	104,853	111,762	105
106				91,757	98,720	105,682	112,645	106
107				92,861	99,907	106,954	114,000	107
108				93,840	100,961	108,081	115,201	108
109				94,810	102,004	109,198	116,392	109
110							119,635	110
111							123,582	111
112							127,661	112
113							131,875	113
114							138,950	114
115							141,104	115
116							142,669	116
117							144,626	117
118							145,523	118
119							148,965	119

APPENDIX B – Extra Curricular Pay Schedule

EXTRA DUTY	2020-2021
ART CLUB (ELEM)	\$1,580.19
ART CLUB (JR)	\$1,580.19
BAND DIRECTOR 1	\$6,002.21
BAND DIRECTOR 2	\$6,002.21
CHORUS	\$4,543.11
COMPUTER CLUB	\$1,481.14
DRAMA CLUB	\$1,580.19
FRENCH CLUB	\$641.12
GEOGRAPHY BEE	\$720.27
GREENHOUSE COORDINATOR	\$960.35
MATH COUNTS	\$1,643.75
NATIONAL BETA CLUB	\$1,646.67
NEWSPAPER	\$2,271.55
PLAY - LIGHTING	\$600.22
PLAY - MUSICAL DIRECTOR	\$1,463.72
PLAY - PROGRAM	\$293.06
PLAY - SET DESIGN	\$1,580.19
PLAY - SOUND	\$600.22
PLAY - DIRECTOR	\$4,391.20
ROBOTICS	\$1,408.40
SCIENCE CLUB	\$1,408.38
SCIENCE CLUB - ASST	\$995.14
SPELLING BEE	\$720.27
STUDENT COUNCIL	\$4,225.11
YEARBOOK	\$2,719.61
ATHLETIC DIRECTOR	\$4,092.33
BASKETBALL - 7B	\$4,389.48
BASKETBALL - 8B	\$4,389.48
BASKETBALL - 7G	\$4,389.48
BASKETBALL - 8G	\$4,389.48
CHEERLEADING	\$2,254.25
CROSS COUNTRY	\$1,098.83
CROSS COUNTRY - ASST	\$1,014.44
GOLF	\$960.35
INTRAMURAL - FALL	\$639.74
INTRAMURAL - SPRING	\$639.74
POMS	\$2,401.63
TIMEKEEPER/SCOREKEEPER	\$34.56
TRACK	\$2,498.71
TRACK - ASST	\$1,749.09
VOLLEYBALL - 7B	\$3,292.12
VOLLEYBALL - 8B	\$3,292.12
VOLLEYBALL - 7G	\$3,407.34
VOLLEYBALL - 8G	\$3,407.34
WRESTLING	\$2,421.23
WRESTLING - ASST	\$961.48
VIDEO COORDINATOR	\$2,400.89
WEB PAGE DESIGN	\$3,121.15
ACADEMIC ACCOUNTABILITY	\$12.34
ATHLETIC SUPERVISION	\$49.75
CERTIFIED LUNCH SUPERVISION	\$24.78
CHAPERONE - 8TH PLAY	\$60.03
CHAPERONE - OVERNIGHT	\$150.03
DETENTION DUTY	\$24.69
EXTENDED FIELD TRIP	\$112.72
HOMEWORK CLUB	\$27.31
MORNING DUTY - 30 MIN	\$3,949.67
MORNING DUTY - 20 MIN	\$2,678.17
MORNING DUTY - DOOR	\$3,949.67
ORGANIZE OUTDOOR ED	\$686.78

Year 1 increase = 2.2%; Year 2 = 2.3% plus 1%; Year 3-5 = CPI – CPI not to exceed 5%.

APPENDIX C – Sick Leave Bank Enrollment Form

Sick Leave Bank Enrollment Form

Name _____

Date _____

_____ **Yes**, I choose to participate in the Sick Leave Bank and would like to donate one sick day to the Sick Leave Bank.

_____ **No**, I choose not to participate in the Sick Leave Bank and **do not** wish to donate at this time. I also understand that I will not be able to participate in the Sick Leave Bank until the next Open Enrollment (see 12.2.a) or unless I have a change in family status (see 12.2.a).

Signature _____

APPENDIX D –Request to Use Sick Leave Bank Days Form

Request to Use Sick Leave Bank Days Form

Name _____

Date _____

Please make sure that all of the criteria below apply to your situation:

1. I have donated to the current Sick Leave Bank.
2. I will use all of my own Sick and Personal Days.
3. I have a written explanation from a physician (that is not related to me) that verifies that I, or an immediate member of my family, have a long-term or life-threatening illness or injury.

How many sick days do you believe you'll need to withdraw from the Sick Leave Bank before returning to work? _____

Please return this form along with the physician's note to the Business Manager.

Signature _____