Agreement between

THE BOARD OF EDUCATION

SMITHTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT #130

AND THE

SMITHTON FEDERATION OF TEACHERS, LOCAL 6220, IFT-AFT, AFL/CIO

2026-2027
2027-2028
2028-2029
2029-2030
2030-2031

Our Mission

We are a community working together to foster personal growth for all students by providing a positive, rigorous, & engaging learning environment in which students are empowered to achieve their highest potential.

Our Vision

Smithton CCSD #130 will be a leading school district in the region by maximizing partnerships between district, families, & community in order to comprehensively develop the whole child who will have the skills necessary to be a positive contributor to society.

Table of Contents

Article I – Recognition
1.1 Recognition 1
1.2 Exclusive representative 1

Article 2 – Negotiation Procedure
2.1 Call for negotiation 2
2.2 Selection of representatives 2
2.3 Tentative agreements 2
2.4 Mediation and impasse 2
2.5 Preparation and distribution of agreement 2

Article 3 – Management Rights
3.1 Management rights 3
3.2 Limitations 3

Article 4 – Federation Rights
4.1 Employee rights 4
4.2 Notice of board meetings 4
4.3 Board documents 4
4.4 Dues deductions 4
4.5 Use of employee mailboxes/posting of notices 4
4.6 Use of district space 5
4.7 New employees 5
4.8 Federation business 5

Article 5 – Employee Rights
5.1 Basic Rights 6
5.2 Non-discrimination 6
5.3 Representation 6
5.4 Discipline of licensed teaching employees 6
5.5 Dismissal 6
5.6 Personnel file 7
5.7 Vacancies 7
5.8 External training and workshops 8

Article 6 – Working Conditions
6.1 Licensed teacher lunch period 9
6.2 Licensed teacher preparation period 9
6.3 Change in assignment 9
6.4 Licensed teacher work day 9
6.5 Licensed teacher work year 10
6.6 Teachers as substitutes 10

9-Month Employees
6.7 Lunch hour 10
6.8 Work hours 10
6.9 Extra assignments 11

12-Month Employees
6.10 Lunch periods 11
6.11 Break periods 11
6.12 Work hours 11
6.13 Flex time 11
6.14 Overtime 11
6.15 Paid holidays 11
6.16 Paid vacations 12
6.17 School Closure 12

Article 7 – Evaluations
Licensed Teaching Staff
7.1 Purpose 13
7.2 Evaluation plan 13
7.3 Performance Evaluation Reform Act 13
7.4 Orientation 13
7.5 Written evaluation 13
7.6 Objections 13
7.7 Frequency of evaluation 13
7.8 Post conference 13

Paraprofessional and Custodial Employees
7.9 Orientation 14
7.10 Frequency 14
7.11 Written evaluation 14
7.12 Objections 14
7.13 Post conference 14

Article 8 – Salary and Fringe Benefits
Licensed Teaching Staff & School Service Personnel
8.1 Teacher salary 15
8.2 Payday 15
8.3 TRS/THIS retirement benefit 15
8.4 Salary schedule advancement 15
8.5 Insurance 16
8.6 Annuities 17
8.7 Flu shot 17
8.8 Extra duty positions 17
8.9 Retirement bonus 17
8.10 Money for continuing education 19
8.11 Homebound Instruction 19

9-Month Employees
8.12 Wage 20
8.13 Payday 20
8.14 Pay schedule 20
8.15 Extra duty positions 20
8.16 IMRF retirement benefit 20

8.17 Flu shot 20
8.18 Insurance 20

12-Month Employees
8.19 Wage 21
8.20 Payday 21
8.21 Pay schedule 21
8.22 Extra duty positions 21
8.23 Insurance 21
8.24 Annuities 22
8.25 Flu shot 22
8.26 IMRF retirement benefit 22

Article 9 – Leaves
9.1 Sick leave 23
9.2 Personal leave 23
9.3 Federation leave 23
9.4 Part-time teacher sick and personal leave 23
9.5 Maternity/paternity leave 23
9.6 Uncompensated leave 24
9.7 Step advancement with leave 24
9.8 Funeral Leave 24

Article 10 – Reduction in Force
Licensed Teaching Staff
10.1 Seniority 25

Paraprofessional and Custodial Employees
10.2 Reductions 25
10.3 Written notice 25
10.4 Seniority list 25
10.5 Final paycheck 26

Article 11 – Grievance Procedure
11.1 Definitions 27
11.2 Procedures 27
11.3 Bypass of superintendent 28
11.4 Class grievance 28
11.5 Federation participation – employee represented 28
11.6 Federation participation – employee not represented 28
11.7 Board-Federation cooperation 28
11.8 No reprisals clause 28
11.9 Grievance leave 28
11.10 Filing of materials 29
11.11 Grievance withdrawal 29
11.12 No written response 29
11.13 Arbitration expenses 29

Effect of Agreement
Complete Understanding 30
Savings Clause 30
No Strike 30
Term of Agreement 30

Salary Schedules
Teacher Salary Schedules 31
9-Month Employees 36
12-Month Employees 36

Appendix A (Salary Schedule Advancement Calculation) 37

ARTICLE 1 – RECOGNITION

1.1 **RECOGNITION** – The Board of Education of Smithton Community Consolidated School District #130, Smithton, Illinois, hereafter referred to as the "Board", hereby recognizes the Smithton Federation of Teachers, Local 6220, IFT-AFT, AFL/CIO, hereafter referred to as the "Federation," as the exclusive and sole negotiation agent for all licensed teaching personnel (including school service personnel), custodians, and paraprofessionals. Specifically excluded from this agreement are: administration defined as the Superintendent, Principal; and administrative support personnel defined as secretaries, Director of Business, Director of Buildings and Grounds, Director of Technology, bus drivers, health care aide, cafeteria staff, playground staff, any substitute personnel replacing a member of the bargaining unit on approved leave, or any supervisory personnel having the authority to hire, transfer, assign, promote, discharge or discipline other employees, or having the responsibility to make recommendations.

A part-time licensed classroom teacher is defined as a teacher not employed as a one-hundred percent (100%) Full Time Equivalent ("FTE") teacher.

1.2 **EXCLUSIVE REPRESENTATIVE** – The Board agrees not to negotiate with any employee organization other than the Federation for the duration of this Agreement; further, the Board agrees not to negotiate with any bargaining unit member individually during the duration of this agreement on matters subject to negotiations.

ARTICLE 2 – NEGOTIATION PROCEDURE

2.1 **CALL FOR NEGOTIATION** – The Federation shall issue a call for bargaining for a successor agreement on or before March 1 of the final contract year and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

2.2 **SELECTION OF REPRESENTATIVES** – Neither party shall have any control over the selection of negotiating team members of the other party. Both parties agree that there shall be no more than five (5) total negotiating members for each team.

2.3 **TENTATIVE AGREEMENTS** – Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed. Upon final agreement, the entire contract shall be submitted to the Federation and the Board for ratification.

2.4 **MEDIATION AND IMPASSE** – Mediation and Impasse Procedures shall be in accordance with State Law.

2.5 **PREPARATION AND DISTRIBUTION OF AGREEMENT** – There shall be two (2) signed original copies of any final Agreement. One copy shall be retained by the Board and one copy by the Federation. Within seven calendar days after the Agreement is signed, the District shall post a copy of the Agreement on the District website.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 **MANAGEMENT RIGHTS** – Management reserves all the rights as enumerated in the Illinois School Code and all other applicable laws and regulations. Specifically, the employer shall have the authority to manage and direct on behalf of the public the operation and activities of Smithton Community Consolidated School District #130 to the full extent authorized by law. Such authority shall include, but not be limited to the right of management to:

A. Direct the work of its employees.
B. Establish policy.
C. Hire, promote, demote, transfer, assign, and retain employees.
D. Maintain the efficiency of school operation.
E. Take whatever actions are necessary to carry out the mission of District #130 as provided by law.

3.2 **LIMITATIONS** – The employer and the Federation recognize that the provisions of the Agreement constitute limitations and are the only limitations upon the employer's rights to manage the school system. The employer will not delegate its rights, its authority granted under the statutes of the State, or its responsibilities to any employee group.

ARTICLE 4 – FEDERATION RIGHTS

4.1 **EMPLOYEE RIGHTS** – Employees shall have the right to organize, join, and assist the Federation, and to participate in professional negotiations with the Board through representatives of their own choice. Employees also have the right to refrain from such activities. Any employee choosing not to join the Federation shall be free from reprisal. Harassment of non-members or members is prohibited and may result in disciplinary action by the Board.

4.2 **NOTICE OF BOARD MEETINGS** – The Federation President or his/her designee shall be notified of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting. Such notice shall be given at least twenty-four (24) hours prior to the scheduled time of the meeting or as soon as the situation allows.

4.3 **BOARD DOCUMENTS** – The Board agrees to furnish one copy of the annual budget report and one copy of the annual financial report of the District to the Federation upon request. Board minutes and the District's financial report shall be posted on the District website within seven days after their approval. Copies of other requested information will be provided in accordance with applicable law.

4.4 **DUES DEDUCTIONS** – The President of the Federation shall, by September 1st of each year, provide the business office with a list of those members who desire to have the dues deducted from their salary. Such list shall also show the amount of the dues and exhibit an authorizing signature of each person on the list. For personnel employed later, the President of the Federation shall provide the business office with the necessary authorizing forms as referred to in above paragraph, as soon as practical.

4.4.1 Dues shall be deducted in not more than eighteen (18) equal installations beginning in September and running through May.

4.4.2 The check for dues deducted shall be made payable to the Union and remitted to the Union on the day that the deductions are made.

The Federation shall indemnify and hold harmless the Board, its members, officers, agents and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice certifications of deductions or revocations.

4.5 **USE OF EMPLOYEE MAILBOXES/POSTING OF NOTICES** – The Federation shall have the right to post notices of activities and matters of Federation business on a designated bulletin board, and to use employee mailboxes, including electronic (e-mail) inboxes, for communication(s) to bargaining unit members. The Federation shall supply the Superintendent with said communication(s), including e-mails.

4.6 **USE OF DISTRICT SPACE** – The Federation shall have a classroom available outside of working hours for meetings and official business. Federation will notify administrative office in advance of any meeting, and will not interfere with or disrupt any school activities. The federation agrees not to use school space for profit-making activities to benefit the Federation treasury. Federation members shall not use their scheduled duty hours in the administration of Federation business, except duty-free lunch periods.

4.7 **NEW EMPLOYEES** – Names of newly hired employees as covered by this bargaining agreement shall be provided to the Federation. The Federation shall have the right to meet with newly hired employees, without charge to pay or leave time of the employees or agents of the exclusive representative, on the employer's premises or at a location mutually agreed to by the employer and exclusive representative for up to one hour either within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the employer and the exclusive representative.

4.8 **FEDERATION BUSINESS** – Within 7 calendar days after each election of officers, the Union shall inform the Superintendent and Board of Education of the names of the elected representatives of the Union. The Board and administration shall conduct Union business with all available Federation Officers. Chain of command will be followed for communication purposes, when possible.

Any agents or representatives of the Illinois Federation of Teachers who enter a school building shall do so only as per 105 ILCS 5/24-25.

ARTICLE 5 – EMPLOYEE RIGHTS

5.1 **BASIC RIGHTS** – Nothing contained herein shall be construed to deny any employee rights (s)he may have under the Illinois School Code or under other applicable laws and regulations.

5.2 **NON-DISCRIMINATION** – The Board shall not discriminate against any employees for reasons of race, creed, color, marital status, age, sex, or national origin.

5.3 **REPRESENTATION** – When any employee is required to appear before the administration or Board concerning any matter, the employee may have a representative present to advise him/her during such meeting or interview.

5.4 **DISCIPLINE OF LICENSED TEACHING EMPLOYEES** – Discipline of a licensed teaching employee, defined as a written warning, written reprimand, or suspension, shall be for cause and if possible, shall be preceded by a conference with the employee and the appropriate administrator prior to taking any action. A written explanation for the action shall be given to the licensed teaching employee within 10 working days.

5.5 **DISMISSAL** – The dismissal of any employee will be carried out in accordance with the Illinois School Code and/or any state laws or regulations that may apply.

Discipline of Non-Licensed Employees:

a) Newly hired employees must complete a 180 workday probationary period. Those employees who have not completed their 180 workday probationary period, may be disciplined, up to and including dismissal, at the District's sole discretion without just cause and without due process and such action shall not be subject to the grievance/arbitration provisions of this contract.

b) For employees who have completed their 180 workday probationary period, the District shall adhere to the principles of progressive discipline, although nothing herein shall require the District to begin with the first step of the disciplinary progression if the employee's misconduct is sufficiently serious to warrant beginning at a higher level. Neither shall anything herein prevent the District from skipping disciplinary levels if skipping levels is justified by the seriousness of the employee's conduct.

c) Progressive discipline shall mean: 1. Oral Warning, 2. Written Warning, 3. Suspension without pay by the superintendent, 4. Dismissal. Each disciplinary event, including oral warning, shall be documented in writing, and copies shall be provided to the Federation President, the employee, and a copy shall be retained in the employee's personnel file.

NOTE: If an employee has not received any additional disciplinary action within 12 Months after being issued a disciplinary action, the employee shall go back one step on the progressive discipline schedule. The parties agree that

following the progressive discipline procedures establishes just cause to suspend an employee without pay and/or discharge the employee. The parties agree that the following non-exhaustive list of offenses committed by an employee for the first time shall constitute just cause to dismiss the employee without the use of progressive discipline:

- Violation of the District's policy prohibiting sexual harassment;
- Theft and/or misappropriation of funds;
- Unauthorized removal of District property from a District building;
- Violation of the District's Drug and Alcohol-Free Workplace policy;
- Assault upon supervisors, other employees, or students;
- Falsification of records
- Falsification of workers' compensation claim

d) Only the Board of Education can terminate an employee's employment. Prior to any board action to terminate an employee's employment, the employee and Federation President will be notified of the dismissal charges and provided a copy of the evidence supporting the dismissal charges. The employee will have the right to appear before the board in closed session, at which time the employee, Federation Representative and Federation attorney, if any, will have the right to challenge the District's evidence, cross-examine District witnesses called to testify at the hearing and present evidence and call witnesses to refute the dismissal charges.

5.6 **PERSONNEL FILE** – One official personnel file shall be maintained. The files shall be kept confidential at all times. An employee may examine his/her personnel file during office hours. Copies of the materials contained in an employee's file shall be available to the employee upon request. Any such request must be logged by date and signature of such employee. An employee shall be informed of any materials being placed in the employee's file. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings, such portions of materials will be removed from the file.

Material that is evaluative in nature shall be placed in an employee's file only after the employee has had the opportunity to acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials. The employee may not remove any material from said file.

5.7 **VACANCIES** – The Federation shall be notified in writing of any initial vacancy the Board intends to fill. All vacancies will be posted according to state law. All qualified employees shall be given the opportunity to apply for the vacancy.

In the event that a certified school nurse currently employed on the effective date of this agreement should resign, the position may be filled by a non-certified registered nurse.

5.8 **EXTERNAL TRAINING AND WORKSHOPS** – If external training, workshops, and/or educational programs are available, they shall be offered on a voluntary basis. The administration will provide for these professional development opportunities to be equitably distributed among all faculty members as allowed by grant and other special funding sources for professional development.

ARTICLE 6 – WORKING CONDITIONS

6.1 **LICENSED TEACHER LUNCH PERIOD** – Each licensed teaching employee will be granted a duty-free lunch period of forty-five (45) minutes each day.

6.1.1 Licensed school service personnel lunch period- During the normal workday, a meal period shall be scheduled at a time and place approved by the licensed school service personnel (nurse, speech therapist, social worker, etc.) and the direct supervisor. Reasonable attempts will be made to provide a duty-free lunch period but in the event of an emergency the school service personnel will be responsible to perform job duties.

6.2 **LICENSED TEACHER PREPARATION PERIOD** – The regular assigned schedule of each licensed teaching employee shall include an unassigned and uninterrupted daily preparation period of forty (40) minutes. When it is necessary to split the preparation period, only one interruption is allowed and the regularly assigned preparation period will be increased to forty-five (45) minutes. Licensed teaching employees are expected to remain on campus during this preparation time, although licensed teaching employees may leave campus in order to conduct school district-related business, with prior notice to an Administrator's office.

Special education teachers shall be granted two (2) days each school year to work on student IEPs. The special education teacher must request to use an IEP day at least five (5) school days in advance. The Building Principal may grant or deny the request and, if denied, the Building Principal will identify an alternate date for the teacher to use the IEP day.

6.3 **CHANGE IN ASSIGNMENT** – A teacher will be notified of any change in assignment within 30 calendar days prior to the beginning of the next academic school year, except for extraordinary circumstances that prevents a 30 day notice. In the event of an emergency, as determined by the Administration, a teacher shall be notified in writing and consulted. Teachers will be alerted to changes in curriculum which substantially alter the materials or methods of instruction.

6.4 **LICENSED TEACHER WORK DAY** – The normal teaching day shall be 7 hours and 30 minutes for the term of this contract. Teachers will not perform morning duty.

The Board shall establish starting times before the first day of school. The day shall begin fifteen (15) minutes before the established start time and end fifteen (15) after the established end time. Teachers may leave ten (10) minutes after students have been dismissed on the working day immediately preceding school holidays:

All holidays will be observed in accordance with the official Smithton School Calendar, as approved by the Illinois State Board of Education.

6.4.1 Employees shall not be required to work more than the normal workday except for:

A. Altered emergency bus schedules.

B. Scheduled Parent/Teacher evening conferences will be one night per school year. The evening will add 4 extra hours to that day's normal teaching day. Those 4 hours will be deducted from the following working day.

When waived by the state, Parent/Teacher conferences will be conducted in 2 evening sessions. In the event the 2 evening sessions are used, teachers will not report the following Friday.

C. A Parent Orientation limited to a maximum of one and one-half (1 ½) hours.

6.5 **LICENSED TEACHER WORK YEAR** – The teacher work year shall consist of no more than 180 teacher attendance days.

6.5.1 Extended contracts are provided for positions that require work beyond the teachers' work year. The certified school nurse shall be issued a contract for an additional ten workdays which will be paid per diem at the daily rate of pay for the duration of the contract. These days are to support developing health care plans, 504 plans, reviewing immunizations, family communication, verifying sports' physicals, reviewing registration materials, and other nurse tasks prior to the start of or following the school year. Certified school nurses shall secure prior approval for the Superintendent or their designee to work days beyond those defined in the extended contract.

6.6 **TEACHERS AS SUBSTITUTES** - Teachers may substitute teach during non-assigned teaching times on a voluntary basis only and shall be at a rate of $35.00/hr. Earned pay shall be distributed within 30 days. If a teacher is asked or directed by an administrator to take fifty percent (50%) or more of the students in attendance that day from another teacher's class due to a lack of a substitute, the teacher will be compensated at the rate of $20.00 per hour.

9-MONTH EMPLOYEES

6.7 **LUNCH HOUR** – Nine (9) month paraprofessional employees are entitled to a duty free lunch period of not less than 30 minutes and no more than forty-five (45) minutes.

6.8 **WORK HOURS** – Nine (9) month paraprofessional employees shall work hours established by the Board of Education or Administration. A work year shall consist of no more than 180 teacher attendance days.

6.9 **EXTRA ASSIGNMENTS** – When it is necessary for a building administrator to make any duty assignment outside of the times of entry and dismissal of students as an extra assignment, it shall be offered on a voluntary basis.

12-MONTH EMPLOYEES

6.10 **LUNCH PERIODS** – Twelve (12) month employees are entitled to a duty free lunch period of no less than thirty (30) minutes.

6.11 **BREAK PERIODS** – Twelve (12) month employees will receive a fifteen (15) minute break period for each three (3) hours worked daily.

6.12 **WORK HOURS** – Regular workday hours shall be established by the Board of Education or Administration. A regular workday shall consist of a total work time of eight hours. A work year as referred to in this section is understood to mean a twelve (12) month year.

6.13 **FLEX TIME** – When school is not in session, employees will work flexible times as directed by the administration. Employees may request a variance in their work schedule; this variance is subject to superintendent's approval.

6.14 **OVERTIME** – Twelve (12) month employees will be compensated at the rate of time and one-half of the employee's regular hourly rate for all hours worked in excess of the assigned forty-hour (40) work schedule, if approved by the Superintendent. Time sheets will be forwarded to the Superintendent for approval.

6.15 **PAID HOLIDAYS** – The following holidays shall be paid holidays for 12-month employees:

A. Labor Day
B. Columbus Day
C. Veterans' Day
D. Thanksgiving Wednesday
E. Thanksgiving Day
F. Thanksgiving Friday
G. Christmas Eve
H. Christmas Day
I. New Year's Eve
J. New Year's Day
K. M.L. King's Birthday
L. Presidents' Day (or Lincoln's Birthday)
M. Friday Prior to Easter Holiday
N. Memorial Day
O. Juneteenth (observed in accordance with State law)
P. Independence Day

All the above-listed holidays will be observed in accordance with the official Smithton School Calendar, as approved by the Illinois State Board of Education.

6.16 **PAID VACATIONS** – Vacations for 12-month employees shall be provided as follows:

After one (1) year of service	-	5 days
After two (2) years of service	-	10 days
After eight (8) years of service	-	15 days
After eighteen (18) years of service	-	20 days

Twelve-month employees shall take vacation when regular school is not in session, unless a variance is granted by the Superintendent. The Superintendent has final approval over all vacation scheduling.

The vacation days will be awarded to the employee and available for use at the start of his/her employment and on each anniversary date thereafter, but vacation is earned based on working the full year (12 months). In the event the employee's employment ends, for any reason, prior to working the full 12 months, the employee's vacation days shall be prorated based on the number of workdays worked in that year. If the employee used more vacation days than he/she earned at the time his/her employment ended, the employee authorized the District to deduct the overpayment of vacation days from his/her final payroll check.

Vacation must be used within 12 months from the date it is awarded and shall not carry over to the next year. Any unused vacation days shall be forfeited.

Upon an employee's separation from employment with the District for any reason, the employee shall be compensated for any earned but unused vacation days at the rate of his/her current salary at the time his/her employment ends. The Federation and Board agree that the payment of any earned but unused vacation days upon the employee's separation from employment shall not cause the employee's IMRF creditable earning to exceed 65 or 1 ½ times Consumer Price Index-Urban (CPI-U), whichever is higher, over his/her previous year's IMRF creditable earnings. Any vacation pay that would cause the employee to exceed the 6% or CPI-U limit, whichever limit is applicable, shall be paid to the employee post-employment, i.e. no earlier than 65 calendar days after his/her last day of employment.

6.17 **SCHOOL CLOSURE** – Twelve-month employees are expected to report to work in the event of any emergency shutdown, snow day or e-learning day. Employees who fail to report to work shall be subject to discipline.

ARTICLE 7 – EVALUATIONS

LICENSED TEACHING & STUDENT SUPPORT SERVICES PERSONNEL

7.1 **PURPOSE** – The primary purpose of the Teacher Evaluation Plan in District #130 is the improvement of the quality of instruction and student services. Teacher/Student Support Services Personnel evaluation methods, instruments, descriptions and procedures used in District #130 shall be developed in accordance to the Rules and Regulations of the State Board of Education and Article 24A of the Illinois School Code.

7.2 **EVALUATION PLAN** – The District Evaluation Plan will be jointly created by the Federation and the Administration consistent with the Illinois School Code.

7.3 **PERFORMANCE EVALUATION REFORM ACT** – All evaluation procedures must be in compliance with state law.

7.4 **ORIENTATION** – The designated administrator shall orient and advise all teachers/school service personnel as to who shall observe the teacher/school service personnel and determine the standards to be used for evaluation and given to teachers/school service personnel at the beginning of each school year.

7.5 **WRITTEN EVALUATION** – Each formal, written evaluation shall be preceded by at least one classroom observation. Formal classroom observations shall consist of a minimum of approximately 20 minutes of total observation time. A copy of the written observation shall be given to the employee after signatures are affixed at the post conference, which must occur within a reasonable period, not to exceed ten (10) business days.

7.6 **OBJECTIONS** – In the event that the employee feels his/her written observation was incomplete or inaccurate, (s)he may, within a reasonable period not to exceed ten (10) business days of the post conference, put his/her objections in writing and have them attached to the written evaluation to be placed in his/her personnel file. A signed copy shall be given to and retained by the employee when signed by both parties.

7.7 **FREQUENCY OF EVALUATION** – Non-tenured teachers and student support services personnel shall be evaluated formally at least twice during each probationary year. Tenured teachers and student support services personnel shall be evaluated as per the School Code.

7.8 **POST CONFERENCE** – A post conference will be conducted for all teachers and school service personnel being evaluated within ten (10) working days. Both Tenured teachers/school service personnel, who are on the cycle to be evaluated, and Non-tenured teachers/school service personnel shall complete the process no later than March 1 of each year. All review documents to be used in the administrator's report on the individual teacher/school service personnel to the Board shall be made available to the teacher at this

conference. Teachers/school service personnel shall have the right to respond to this exit review in writing, and have their attachment accompany the report to the Board.

PARAPROFESSIONAL AND CUSTODIAL EMPLOYEES

7.9 **ORIENTATION** – The designated administrator shall orient and advise all employees as to who shall observe the employee and the standards to be used to evaluate the job performance of all paraprofessional and custodial employees before initiating the evaluation cycle.

7.10 **FREQUENCY** – Paraprofessional and custodial employees shall be evaluated at least once each year.

7.11 **WRITTEN EVALUATION** – A copy of the written evaluation shall be given to the employee after signatures are affixed at the post conference, which must occur within a reasonable period, not to exceed 15 business days.

7.12 **OBJECTIONS** – In the event that the employee feels his/her written evaluation was incomplete or inaccurate, the employee may, within a reasonable period not to exceed 15 business days of the post conference, put his or her objections in writing and have them attached to the written evaluation to be placed in the individual's personnel file. A signed copy shall be given to and retained by the employee when signed by both parties.

7.13 **POST CONFERENCE** – A post conference will be conducted for all employees being evaluated. Paraprofessional staff shall complete the process no later than May 1 of each year. All review documents to be used in the administrator's report on the individual to the Board shall be made available to the employee at this conference.

ARTICLE 8 – SALARY AND FRINGE BENEFITS

LICENSED TEACHING STAFF & SCHOOL SERVICE PERSONNEL

8.1 **TEACHER SALARY** – Teacher salaries are to be based on one hundred eighty (180) teacher attendance days as set forth in the Illinois School Code. Newly hired teachers will not be compensated for more than their actual years of in-state and/or out-of-state, public school teaching experience, degrees, and any additional credits that might warrant or allow. Newly hired teachers will be placed on the salary schedule according to the following: one year of service credit for every year of full-time in-state and/or out-of-state public school experience. They will also be placed on the appropriate lane based on their education level. Additionally, all internal teachers shall be given all of their outside service credit according to the language above and moved to the appropriate step on the salary schedule.

SCHOOL SERVICE PERSONNEL – Placement on the salary schedule shall be based upon the number of years of experience as a certified school service personnel; i.e., number of years of experience as a certified school nurse.

Speech Pathologists and Social Workers shall be paid a reoccurring sum in the amount of $3,000 annually.

8.2 **PAYDAY** – Paydays shall be on the 15th and the last weekday of the month.

8.3 **TRS/THIS RETIREMENT BENEFIT** – The Board shall pay nine percent (9.0%) of each licensed teacher's gross creditable earnings directly to the Illinois Teacher Retirement System (TRS), and one-half percent (0.5%) of each licensed teacher's gross creditable earnings directly to the Teachers Health Insurance Services (THIS). Such TRS and THIS payments shall not be deducted from the teacher's gross creditable earnings.

8.4 **SALARY SCHEDULE ADVANCEMENT** – When a licensed teacher/school service personnel has earned the right to a higher salary bracket (step) by reason of increased professional training (college semester credits), the transfer shall be made at the beginning of the next contractual year or the beginning of the second semester, whichever comes first. Teachers/School service personnel expecting to change to a higher salary bracket are to notify the Superintendent in writing by September 1 in order for the change to be effective at the beginning of the present contractual year, or by January 10, to be effective at the start of the second semester. If a teacher meets the requirement for the second semester salary adjustment, the steps outlined in Appendix A will be followed to determine the pay. A grade card must be presented by this deadline, with official transcript to follow within ninety (90) calendar days.

All coursework that counts toward horizontal advancement on the salary schedule must:

A. Be aligned to the teacher's/student support services personnel licensure renewal plan; and
B. Be from an accredited university or college; and
C. Relate to areas consistent with the educational program provided by the Smithton Community School District;
D. Be pre-approved by the Superintendent; and
E. Must obtain a grade of "B" or higher for each course.

8.5 **INSURANCE** – The Board shall provide full-time employees a Group Major Medical Plan. The Board shall pay the cost of the Board approved Group Major Medical Insurance Policy for individual employees not to exceed the agreed upon cap.

8.5.1 Full-time employees wishing any insurance coverage shall make application to the Board. The employee shall be responsible for any cost above that of the negotiated cap.

8.5.2 Full-time employees not selecting health insurance coverage shall be paid $5,000 for an annuity of their choice or an equal amount added to their salary. Employees shall notify the Superintendent's office on, or before, first day of employment, or in accordance with the applicable open enrollment period in writing of their desire.

No matter how this amount is taken, it will be reported as creditable earnings to the Illinois Teachers' Retirement System as a 'flexible benefit plan' that may be offered to employees who are covered under TRS.

8.5.3 A ceiling expenditure for individual health and life insurance coverage shall be established through negotiations between the Federation and the Board. When the cost of health coverage for an individual exceeds this level, the difference will be deducted from the employee's salary.

8.5.3.1 The negotiated ceiling expenditures for health insurance will be paid toward board selected options for coverage in the following amounts:

2026-2031 Actual cost with a cap of $10,000 for employee only, employee+child, employee+spouse, and family plans.

For actual costs below the cap the employee will not receive the difference in additional salary.

8.5.3.2 Full time employees will receive a Ten Thousand dollar ($10,000) life insurance policy per the life of this contract not to exceed a fifty-dollar ($50) per person cost cap.

8.5.3.3 Upon request of the Federation, a committee composed of Board members and Federation members will meet to review health coverage and make recommendations to the Board. Such recommendations shall include terms of coverage and carrier. Recommendations are to be approved by both Board and Federation.

8.6 **ANNUITIES** – Deductions from salary to be paid to a Tax Shelter Annuity Program will be paid to the designated program by the first day of the month following the month during which the deduction was made.

8.7 **FLU SHOT** – If available locally, the School District will pay for the actual cost of an employee's annual flu shot and/or hepatitis inoculations, not including the cost of the office visit upon request.

8.8 **EXTRA DUTY POSITIONS** – The Board or Administration will post all extra-curricular positions and the established compensation rate to all employees. The Board will not hire any individual at a rate higher than is offered to employees. Extra-curricular positions may include all coaching positions and club/activity sponsorships. Extra-curricular compensation shall be added to the employee's salary and shall be paid as a single lump sum check at the conclusion of the extra-curricular period upon request of the individual receiving compensation and approved by the Superintendent.

8.9 **RETIREMENT BONUS** – An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive during his/her final four years of teaching. The employee must:

1. Be eligible and retire from TRS after completing his/her last year of teaching; and
2. Completed 20 years of continuous full-time teaching service in the school district after completing his/her last year of teaching in the District; and
3. Submit an irrevocable letter of resignation on or before April 1 of the year the incentive is to commence. For example, an employee submitting the resignation notice on April 1, 2023, will receive his/her retirement bonus payment in June 2023.

A. The irrevocable letter of resignation for retirement must be filed on or before April 1 in the year the pre-retirement benefit commences. The pre-retirement period may be from 1 to 4 years in duration depending upon when the irrevocable letter of resignation is received and the specified effective date of retirement. For example, employees indicating retirement in 2023 will have a pre-retirement period of 1 year. Employees indicating a retirement in 2024 will have a pre-retirement period of 2 years. Employees indicating retirement of 2025 will have a pre-retirement of 3 years. Nothing in this program is intended to limit an employee's contractual ability to earn more than 6% above the previous year's TRS creditable earnings.

B. Aspects of the Plan - The teacher will remain on the salary schedule and will be paid according to the negotiated contract. In June, at the end of each year an employee is in the retirement plan, the District will compare the teacher's TRS creditable earnings to his/her previous year's creditable earnings. The District will pay the teacher a retirement benefit in an amount to ensure the teacher's TRS creditable earnings increases 6% over his/her previous year's TRS creditable earnings, based on the number of days the teacher worked or received paid leave from one year to the next year (periods of unpaid leave will be removed from the calculation when determining the retirement benefit).

   For example, a teacher enters the retirement plan for one year with the retirement date at the end of the 2022-2023 school year. In June 2023, the District will compare the teacher's 2023 creditable earnings to his/her 2022 creditable TRS earnings. The District will increase the teacher's 2023 TRS creditable earnings in an amount to ensure it increased 6% above his/her 2022 TRS creditable earnings.

EXAMPLE:
TRS Creditable Earnings in the year prior to entering (2021-2022)
Salary: $50,000
Coaching Stipend: $ 3,000
Total TRS Earnings: $53,000

TRS Creditable Earnings First Year (2022-2023)
Salary: $51,000
Coaching Stipend: $ 3,100
Retirement Benefit: $ 2,080
Total TRS Earnings: $56,180
(Reflects 6% increase over previous year's earnings)

TRS Creditable Earnings Second Year (2023-2024)
Salary: $52,000
Coaching Stipend: $ 3,200
Retirement Benefit: $ 4,350.80
Total TRS Earnings: $59,550.80
(Reflects 6% increase over previous year's earnings)

If any employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's 6% increase shall be reduced by the amount of the extra duty compensations.

EXAMPLE:
TRS Creditable Earnings in the year prior to entering (2021-2022)
Salary: $50,000
Coaching Stipend: $ 3,000
Total TRS Earnings: $53,000

TRS Creditable Earnings First Year (2022-2023)

Salary: $51,000
Coaching Stipend: $ 0
Retirement Benefit: $ 2,000
Total TRS Earnings: $53,000
(Reflects 6% increase over previous year's earnings after removing the stipend work that is no longer performed. The 6% calculation is based on $50,000 and not $53,000.)

TRS Creditable Earnings Second Year (2023-2024)

Salary: $52,000
Coaching: $ 0
Retirement Benefit: $ 4,180
Total TRS Earnings: $56,180

8.10 **MONEY FOR CONTINUING EDUCATION** – The Board agrees to reimburse licensed teaching, school service personnel and paraprofessionals tuition costs. The pool amount shall be $9,000 each year for the life of this contract at a cap of $150 per credit hour. Eligible teachers/student support services personnel will have been under contract with the district at the time of course approval and completion as well as at the time of reimbursement calculation. Tuition reimbursement shall be limited to graduate courses in the field of education. No teacher/student support services personnel shall be entitled to reimbursement for more than three semester hours per fall semester, three semester hours per spring semester, or nine semester hours per summer term. In order to become eligible for reimbursement, the teacher/student support services personnel shall file proof of courses completed (achieved grade of B or better) and credits earned in the District office by *August 15 of the following year*. Payment for approved tuition reimbursement will be paid by August 30.

8.11 **HOMEBOUND INSTRUCTION** – A certified teacher may be assigned to provide homebound instruction for eligible students and shall be compensated at the hourly rate of $35.00.

Homebound instruction positions shall be posted in accordance with the posting procedures outlined in this Agreement. Certified teachers interested in providing homebound instruction shall notify the building principal of their interest within the posting period.

The building principal shall make the determination regarding assignment of homebound instruction based on student needs, scheduling considerations, and program requirements.

Certified teachers providing homebound instruction shall submit a timesheet documenting hours worked in accordance with District procedures. Compensation shall be paid based on approved and submitted timesheets.

9-MONTH EMPLOYEES

8.12 **WAGE** – Nine month employees will be paid by the hourly wage to be negotiated between the Board and the Federation. Hours must be turned in to the bookkeeper for review by the Superintendent.

8.13 **PAYDAY** – Paydays shall be on the 15th and the last weekday of the month.

8.14 **PAY SCHEDULE** – Nine-month employees will be paid on an hourly basis.

8.15 **EXTRA DUTY POSITIONS** – The Board or Administration will post all extra-curricular positions and the established compensation rate to all employees. The Board will not hire any individual at a rate higher than is offered to employees. Extra-curricular positions may include all coaching positions and club/activity sponsorships. Extra-curricular compensation shall be added to the employee's salary and shall be paid as a single lump sum check at the conclusion of the extra-curricular period upon request of the individual receiving compensation and approved by the Superintendent.

8.16 **IMRF RETIREMENT BENEFIT** – The Board shall pay directly in addition to the employee's salary, as herein scheduled, four and one-half (4.5) percent of the employee's gross salary to the Illinois Municipal Retirement Fund (IMRF). Such IMRF payment shall not be deducted from the employee's gross salary.

8.17 **FLU SHOT** – If available locally, the School District will pay for the actual cost of an employee's annual flu and/or hepatitis shot not including the cost of the office visit upon request.

8.18 **INSURANCE** – The Board shall provide for full time employees a Group Major Medical Plan. The Board shall pay the cost of the Board approved Group Major Medical Insurance Policy for individual employees not to exceed the agreed upon cap.

8.18.1 Full time employees wishing any insurance coverage shall make application to the Board or Administration. The employee shall be responsible for any cost above that of the negotiated cap.

8.18.2 Full time employees not selecting health insurance coverage shall be paid $5,000 for an annuity of their choice or an equal amount added to their salary. Employees shall notify the Superintendent's office on, or before, first day of employment, or in accordance with the applicable open enrollment period in writing of their desire.

8.18.3 A ceiling expenditure for individual health and life insurance coverage shall be established through negotiations between the Federation and the Board. When the cost of health coverage for an individual exceeds this level, the difference will be deducted from the employee's salary.

8.18.3.1 The negotiated ceiling expenditures for health insurance will be paid toward board selected options for coverage in the following amounts:

2026-2031 Actual cost with a cap of $10,000 for employee only, employee+child, employee+spouse, and family plans.

For actual costs below the cap the employee will not receive the difference in additional salary.

8.18.3.2 LIFE INSURANCE – Full time employees will receive a Ten Thousand dollar ($10,000) life insurance policy per the life of this contract not to exceed a fifty-dollar ($50) per person cost cap

8.18.3.3 Upon request of the Federation, a committee composed of Board members and Federation members will review annually health coverage and make recommendations to the Board. Such recommendations shall include terms of coverage and carrier. Recommendations are to be approved by both Board and Federation.

12-MONTH EMPLOYEES

8.19 **WAGE** – Twelve-month employees will be paid the hourly wage negotiated for this Agreement.

8.20 **PAYDAY** – Paydays shall be on the 15th and the last weekday of the month.

8.21 **PAY SCHEDULE** – All twelve-month employees will be paid on a twelve-month pay schedule.

8.22 **EXTRA DUTY POSITIONS** – The Board will post all extra duty positions and the established compensation rate to all employees. The Board will not hire any individual at a rate higher than is offered to employees. Extra duty positions may include all coaching positions and club/activity sponsorships. Extra duty compensation shall be added to the employee's salary and shall be paid as a single lump sum check at the conclusion of the duty period upon request of the individual receiving compensation.

8.23 **INSURANCE** – The Board shall provide for full time employees a Group Major Medical Plan. The Board shall pay the cost of the Board approved Group Major Medical Insurance Policy for individual employees not to exceed the agreed upon cap.

8.23.1 Full time employees wishing any insurance coverage shall make application to the Board or Administration. The employee shall be responsible for any cost above that of the negotiated cap.

8.23.2 Full time employees not selecting health insurance coverage shall be paid $5,000 for an annuity of their choice or an equal amount added to their salary. Employees shall notify the Superintendent's office on, or before, first day of employment, or in accordance with the applicable open enrollment period in writing of their desire.

8.23.2.1 A ceiling expenditure for individual health and life insurance coverage shall be established through negotiations between the Federation and the Board. When the cost of health coverage for an individual exceeds this level, the difference will be deducted from the employee's salary.

8.23.2.2 The negotiated ceiling expenditures for health insurance will be paid toward board selected options for coverage in the following amounts:

2026-2031 Actual cost with a cap of $10,000 for employee only, employee+child, employee+spouse, and family plans.

For actual costs below the cap the employee will not receive the difference in additional salary.

8.23.2.3 LIFE INSURANCE – Full time employees will receive a Ten Thousand dollar ($10,000) life insurance policy per the life of this contract not to exceed a fifty-dollar ($50) per person cost cap.

8.23.2.4 Upon request of the Federation, a committee composed of Board members and Federation members will review annually health coverage and make recommendations to the Board. Such recommendations shall include terms of coverage and carrier. Recommendations are to be approved by both Board and Federation.

8.24 **ANNUITIES** – Deductions from salary to be paid to a Tax Shelter Annuity Program will be paid to the designated program by the first day of the month following the month during which the deduction was made.

8.25 **FLU SHOT** – If available locally, the School District will pay for the actual cost of an employee's annual flu and/or hepatitis shot not including the office visit upon request.

8.26 **IMRF RETIREMENT BENEFIT** – The Board shall pay directly in addition to the employee's salary, as herein scheduled, four and one-half (4.5) percent of the employee's gross salary to the Illinois Municipal Retirement Fund (IMRF). Such IMRF payment shall not be deducted from the employee's gross salary.

ARTICLE 9 – LEAVES

9.1 **SICK LEAVE** – Sick leave shall be granted at the normal annual allotment rate of twelve (12) paid days per year, and unused sick leave may accumulate to three hundred fifty (350) days plus the normal annual allotment of 12 sick leave days (a total of 362 sick leave days available to use in any one school year), but the teacher may only carry over 350 sick leave days to the next school year. Unused sick leave days that exceed 350 days at the end of a school year, up to a maximum of 14 days, will be placed in a separate account and will not be available to use as sick leave, but the days in the account will be paid to the employee post retirement after his/her last day of employment and after receipt of his/her last payroll check, at the rate of 75% of the current substitute teacher's daily pay to a maximum of fourteen (14) days. Sick leave may be taken in half day or full day increments.

9.2 **PERSONAL LEAVE** – Personal leave shall be granted at the rate of four (4) personal days per year for both tenured and non-tenured employees. Personal leave may be taken in half day or full day increments upon request. A forty-eight (48) hour notice must be given before any personal leave can be granted. Personal leave will be awarded to employees on a first come basis, but not more than three (3) persons may be off on personal leave on any given day; this limit shall be two (2) persons on any day immediately before or following a school holiday. If personal leave is not taken, the day(s) will be added to accumulated sick leave at the beginning of the next year. Employees hired after the beginning of the school year shall have personal leave days pro-rated.

With administrative approval, an employee may be absent from work for up to two hours to attend his/her child's recognition/award event. The employee will be responsible for finding qualified current employee(s) to cover their assignment(s) at no expense to the District.

9.3 **FEDERATION LEAVE** – In the event that the Federation desires to send a representative to a conference, the representative shall be excused without loss of salary, providing the Federation reimburses the District for the cost of the substitute. No more than three (3) days per year may be used for this purpose. A request for such leave must be given to the Superintendent's office with reasonable advance notice, not less than 15 days in advance of the requested leave date.

9.4 **PART-TIME TEACHER SICK & PERSONAL LEAVE** - A part-time teacher/school service personnel regularly employed to work a fifty percent (50%) or more Full Time Equivalent ("FTE") schedule will be entitled to pro-rated sick leave and personal leave benefits based on each individual work schedule.

9.5 **MATERNITY/PATERNITY LEAVE** – Upon request of an employee, the Board may grant a maternity/paternity leave for the purpose of child rearing for a period of not more than one school year. Maternity/paternity leave shall be granted without pay provided that no employee who is disabled before or after childbirth shall be required to take maternity/paternity leave. Employees returning from

maternity/paternity leave shall be reinstated to former position or its equivalent, and shall suffer no reduction in status or salary by virtue of the maternity/paternity leave. It is anticipated that the employee who becomes pregnant will notify the superintendent in writing by the fourth (4^{th}) month (or upon filing for adoption). At this time a request for maternity/paternity leave may be made. The Board shall accept the recommendation of the employee's physician as to when the leave shall begin.

A decision to end the leave will be mutually arranged between the employee and the Administration, with Board approval, with a release from the physician. The employee may use available sick leave for maternity/paternity leave.

At least forty-five (45) working days prior to the scheduled end of the leave period, all employees shall notify the Superintendent in writing as to his/her intent to return to duty. If said employee does not notify the Superintendent in writing by that date, the employee forfeits all rights and privileges.

Teachers and school support service personnel on maternity/paternity leave may continue insurance benefits, if they reimburse the District for any pro rata costs of benefits for which they apply.

9.6 **UNCOMPENSATED LEAVE** – Leaves of absence may be granted without pay to tenured employees as determined by the Board of Education. Written request for leaves of absence without pay shall be made at least one month in advance.

9.7 **STEP ADVANCEMENT WITH LEAVE** – For purposes of determining advancement of a step on the salary schedule, a teacher/student support services personnel must teach or otherwise be present and participating in the district's educational program for one-hundred twenty (120) days or more, but periods of FMLA approved leave will count toward the one-hundred twenty (120) workday requirement.

9.8 **FUNERAL LEAVE** – Employees will be given up to 3 days off with pay for the death of an immediate family member. The immediate family, for this purpose, includes spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, or guardian. Funeral leave not utilized will not accumulate and/or be carried over as sick leave. Employees shall be eligible for leave pursuant to and consistent with the Illinois Family Bereavement Leave Act, 820 ILCS 154/1, effective January 1, 2023, but any paid funeral leave granted to an employee, above, shall count towards the number of unpaid leave days the employee is eligible to use under the Illinois Bereavement Leave Act.

ARTICLE 10 – REDUCTION IN FORCE

LICENSED TEACHING STAFF

10.1 **SENIORITY** – Seniority is defined as continuous service to the District, including part-time teaching and paraprofessional service. Service as a substitute teacher or service followed or preceded by a break in employment (excluding summer) with the district would not count for the purposes of seniority placement. If two or more teachers have equal length of service in the district, then the tie-breakers are as follows:

10.1.1 Placement on the salary schedule (vertical lane). Teachers at the BA vertical salary lane will have less seniority than teachers at the BA +8 vertical salary lane and so on. If a tie exists, the District and the Federation will draw lots to determine the order of seniority, with the first name drawn to have the most seniority.

10.1.2 In the event of a reduction in force, teachers will be dismissed in accordance with the Illinois School Code based on their RIF Group number and seniority when applicable.

PARAPROFESSIONALS AND CUSTODIAL EMPLOYEES

10.2 **REDUCTIONS** – The School Board reserves the right to decrease the number of employees or to discontinue some particular type of service of education, and/or paraprofessional and custodial employees when in its judgment the best interest of the District shall be served.

10.3 **WRITTEN NOTICE** – A written notice of their employment status shall be given to the employee by certified mail, return receipt requested, at least thirty (30) days before the end of the school term.

10.4 **SENIORITY LIST** – Prior to the end of January of each school term, the Superintendent shall post a tentative seniority list. The final seniority list for the current year showing the seniority of custodians and paraprofessionals employed by the District shall be posted and a copy will be given to a union official no later than the end of February. The list will be posted in classifications that reflect the job description for which the employee was hired. The list shall be according to seniority, listing most senior to least senior.

Seniority shall begin on the first day of work the individual has with the district within that category (i.e., paraprofessional or custodial).

If two (2) or more paraprofessionals or custodial employees have equal length of service in the District, then the tie-breakers are as follows:

10.4.1 Actual hiring date by the Board. Paraprofessionals and custodial employees dismissed first would be those that had the latest Board hiring date (for example, a paraprofessional hired by the Board at a July meeting would be considered more senior than a paraprofessional hired at an August board meeting the same year.

10.4.2 Total continuous service to the District. Paraprofessionals and custodial employees dismissed first would have no previous continuous employment in a position in the district; paraprofessionals dismissed next would have the least amount of previous continuous employment in a position in the district, and so on. Service followed or preceded by a break in employment (excluding summer) with the district would not count for purposes of seniority placement. Continuous service would be defined as the first date of employment in any position in the district.

10.5 **FINAL PAYCHECK** – When paraprofessional and custodial employees are removed or dismissed by the Board, the employees shall be paid on the next scheduled pay period.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 **DEFINITIONS**

11.1.1 A grievance shall be any claim by the Federation or any employee that there has been a violation, misrepresentation, misappliance of the terms of this agreement. A grievance must be filed no more than twenty (20) working days after the date of the alleged infraction.

11.1.2 Working days for the purpose of the grievance procedure shall mean Monday through Friday, year-round, excluding school holidays.

11.2 **PROCEDURES** – The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor. When requested by the employee, a Federation representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Federation, a grievance may be processed as follows:

11.2.1 **STEP I** – The employee or the Federation may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) working days after receipt of the grievance. The Federation's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) working days of the meeting, the grievant and the Federation shall be provided with the supervisor's written response, including the reasons for the decision.

11.2.2 **STEP II** – If the grievance is not resolved at Step I, then the Federation may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) working days after receipt of the Step I answer. The Superintendent shall arrange with the Federation representative for a meeting to take place within ten (10) working days of the Superintendent's receipt of the appeal. The Federation's representative, the grievant, the immediately involved supervisor, and any witnesses shall be present for a meeting. Within ten (10) working days of the meeting, the Federation shall be provided with the Superintendent's written response, including the reasons for the decision.

11.2.3 **STEP III** – If the grievance is not resolved at Step II within the time limits provided, the grievance will be heard by the Board at the next regular Board meeting in executive session. All parties shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance.

11.2.4 **STEP IV** – If the Federation is not satisfied with the disposition of the grievance at Step III, the Federation 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. If a demand for arbitration is not filed within thirty (30) working days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

11.2.4.1 The arbitrator shall have no power to alter the terms of this Agreement.

11.2.4.2 Selection of the Arbitrator shall be mutually agreed upon by both parties. If an arbitrator cannot be found to be approved then the American Arbitration Association shall assign an arbitrator.

11.3 **BYPASS OF SUPERINTENDENT** – If the Federation and the Superintendent agree, Steps I and II of the grievance procedure may be bypassed and the grievance brought directly to the next step.

11.4 **CLASS GRIEVANCE** – Class grievances involving one or more employees or one or more supervisors, and grievances involving any administrator may be initially filed by the Federation at Step II.

11.5 **FEDERATION PARTICIPATION - EMPLOYEE REPRESENTED** – The Board acknowledges the right of the Federation's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Federation's representative is not present.

11.6 **FEDERATION PARTICIPATION – EMPLOYEE NOT REPRESENTED** – When an employee is not represented by the Federation, the Federation shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

11.7 **BOARD-FEDERATION COOPERATION** – The Board and the administration shall cooperate with the Union in the process of any grievance. All parties agree not to discuss any aspects of the grievance with students, parents, or other uninvolved individuals.

11.8 **NO REPRISALS CLAUSE** – No reprisals shall be taken by the Board, the administration, or the Federation against any employee because of the employee's participation in, or refusal to participate in, a grievance.

11.9 **GRIEVANCE LEAVE** – Should the processing of any grievance require that an employee or Union representative be released from their regular assignment, the employee or the Union representative shall be released without loss of pay or benefits, provided the Union reimburses the District for the cost of the substitute unless the Union grievance is upheld.

11.10 **FILING OF MATERIALS** – All records related to a grievance shall be filed separately from the personnel files of the employees.

11.11 **GRIEVANCE WITHDRAWAL** – A grievance may be withdrawn at any level without establishing precedent.

11.12 **NO WRITTEN RESPONSE** – If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

11.13 **ARBITRATION EXPENSES** – The fees and expenses of the arbitrator shall be shared equally by the parties.

EFFECT OF AGREEMENT

1. **COMPLETE UNDERSTANDING** – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.

2. **SAVINGS CLAUSE** – Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be 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.

3. **NO STRIKE** – The Federation agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

4. **TERM OF AGREEMENT** – This Agreement shall be effective August 1, 2026, and shall continue in effect until July 31, 2031.

This Agreement is signed the _____ day of February, 2026.

In Witness Thereof:

For the Federation

President

Vice-President

For the Board

President

Vice-President

Year 1 2026-27

	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	42,206.00	43,007.00	45,705.00	46,520.00	47,333.00	51,872.00	52,720.00	54,407.00	55,261.00
2	43,811.00	44,611.00	47,312.00	48,124.00	48,935.00	53,473.00	54,327.00	56,017.00	56,864.00
3	45,416.00	46,216.00	48,921.00	49,731.00	50,542.00	55,080.00	55,931.00	57,621.00	58,471.00
4	47,024.00	47,822.00	50,523.00	51,338.00	52,147.00	56,685.00	57,535.00	59,226.00	60,075.00
5	48,625.00	49,428.00	52,129.00	52,940.00	53,754.00	58,290.00	59,143.00	60,830.00	61,679.00
6	49,754.00	50,550.00	52,926.00	53,739.00	54,553.00	59,089.00	59,939.00	61,629.00	62,477.00
7	51,348.00	52,143.00	54,519.00	55,329.00	56,143.00	60,678.00	61,531.00	63,217.00	64,068.00
8	52,935.00	53,733.00	56,106.00	56,919.00	57,733.00	62,269.00	63,120.00	64,807.00	65,658.00
9	54,527.00	55,324.00	57,698.00	58,510.00	59,323.00	63,859.00	64,710.00	66,399.00	67,251.00
10	56,114.00	56,915.00	59,287.00	60,098.00	60,914.00	65,448.00	66,301.00	67,989.00	68,839.00
11	56,589.00	57,390.00	60,485.00	61,297.00	62,112.00	66,647.00	67,499.00	69,188.00	70,038.00
12	57,868.00	58,666.00	61,764.00	62,576.00	63,387.00	67,925.00	68,772.00	70,463.00	71,314.00
13	59,146.00	59,946.00	63,037.00	63,852.00	64,662.00	69,203.00	70,052.00	71,741.00	72,590.00
14	60,424.00	61,222.00	64,316.00	65,128.00	65,941.00	70,479.00	71,328.00	73,016.00	73,866.00
15	61,698.00	62,498.00	65,593.00	66,405.00	67,220.00	71,756.00	72,608.00	74,297.00	75,146.00
16			66,540.00	67,349.00	68,162.00	72,702.00	73,550.00	75,239.00	76,092.00
17			68,051.00	68,866.00	69,678.00	74,216.00	75,067.00	76,753.00	77,603.00
18			69,569.00	70,381.00	71,195.00	75,734.00	76,584.00	78,273.00	79,119.00
19						77,244.00	78,096.00	79,786.00	80,638.00
20						78,762.00	79,611.00	81,301.00	82,153.00
21						80,278.00	81,129.00	82,818.00	83,667.00
22						81,790.00	82,643.00	84,330.00	85,184.00
23								85,847.00	86,696.00
24								87,360.00	88,212.00
25									
26									
27									
28									
29									
30									
31									
32									

Year 2 2027-28

	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	43,472.00	44,297.00	47,076.00	47,916.00	48,753.00	53,428.00	54,302.00	56,039.00	56,919.00
2	45,125.00	45,949.00	48,731.00	49,568.00	50,403.00	55,077.00	55,957.00	57,698.00	58,570.00
3	46,778.00	47,602.00	50,389.00	51,223.00	52,058.00	56,732.00	57,609.00	59,350.00	60,225.00
4	48,435.00	49,257.00	52,039.00	52,878.00	53,711.00	58,386.00	59,261.00	61,003.00	61,877.00
5	50,084.00	50,911.00	53,693.00	54,528.00	55,367.00	60,039.00	60,917.00	62,655.00	63,529.00
6	51,247.00	52,067.00	54,514.00	55,351.00	56,190.00	60,862.00	61,737.00	63,478.00	64,351.00
7	52,888.00	53,707.00	56,155.00	56,989.00	57,827.00	62,498.00	63,377.00	65,114.00	65,990.00
8	54,523.00	55,345.00	57,789.00	58,627.00	59,465.00	64,137.00	65,014.00	66,751.00	67,628.00
9	56,163.00	56,984.00	59,429.00	60,265.00	61,103.00	65,775.00	66,651.00	68,391.00	69,269.00
10	57,797.00	58,622.00	61,066.00	61,901.00	62,741.00	67,411.00	68,290.00	70,029.00	70,904.00
11	58,287.00	59,112.00	62,300.00	63,136.00	63,975.00	68,646.00	69,524.00	71,264.00	72,139.00
12	59,604.00	60,426.00	63,617.00	64,453.00	65,289.00	69,963.00	70,835.00	72,577.00	73,453.00
13	60,920.00	61,744.00	64,928.00	65,768.00	66,602.00	71,279.00	72,154.00	73,893.00	74,768.00
14	62,237.00	63,059.00	66,245.00	67,082.00	67,919.00	72,593.00	73,468.00	75,206.00	76,082.00
15	63,549.00	64,373.00	67,561.00	68,397.00	69,237.00	73,909.00	74,786.00	76,526.00	77,400.00
16	64,876.00	65,702.00	68,536.00	69,369.00	70,207.00	74,883.00	75,757.00	77,496.00	78,375.00
17			70,093.00	70,932.00	71,768.00	76,442.00	77,319.00	79,056.00	79,931.00
18			71,656.00	72,492.00	73,331.00	78,006.00	78,882.00	80,621.00	81,493.00
19			73,240.00	74,072.00	74,913.00	79,561.00	80,439.00	82,180.00	83,057.00
20						81,125.00	81,999.00	83,740.00	84,618.00
21						82,686.00	83,563.00	85,303.00	86,177.00
22						84,244.00	85,122.00	86,860.00	87,740.00
23						85,815.00	86,693.00	88,422.00	89,297.00
24								89,981.00	90,858.00
25								91,549.00	92,428.00
26									
27									
28									
29									
30									
31									
32									

Year 3 2028-29

	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	44,776.00	45,626.00	48,488.00	49,353.00	50,216.00	55,031.00	55,931.00	57,720.00	58,627.00
2	46,479.00	47,327.00	50,193.00	51,055.00	51,915.00	56,729.00	57,636.00	59,429.00	60,327.00
3	48,181.00	49,030.00	51,901.00	52,760.00	53,620.00	58,434.00	59,337.00	61,131.00	62,032.00
4	49,888.00	50,735.00	53,600.00	54,464.00	55,322.00	60,138.00	61,039.00	62,833.00	63,733.00
5	51,587.00	52,438.00	55,304.00	56,164.00	57,028.00	61,840.00	62,745.00	64,535.00	65,435.00
6	52,784.00	53,629.00	56,149.00	57,012.00	57,876.00	62,688.00	63,589.00	65,382.00	66,282.00
7	54,475.00	55,318.00	57,840.00	58,699.00	59,562.00	64,373.00	65,278.00	67,067.00	67,970.00
8	56,159.00	57,005.00	59,523.00	60,386.00	61,249.00	66,061.00	66,964.00	68,754.00	69,657.00
9	57,848.00	58,694.00	61,212.00	62,073.00	62,936.00	67,748.00	68,651.00	70,443.00	71,347.00
10	59,531.00	60,381.00	62,898.00	63,758.00	64,623.00	69,433.00	70,339.00	72,130.00	73,031.00
11	60,036.00	60,885.00	64,169.00	65,030.00	65,894.00	70,705.00	71,610.00	73,402.00	74,303.00
12	61,392.00	62,239.00	65,526.00	66,387.00	67,248.00	72,062.00	72,960.00	74,754.00	75,657.00
13	62,748.00	63,596.00	66,876.00	67,741.00	68,600.00	73,417.00	74,319.00	76,110.00	77,011.00
14	64,104.00	64,951.00	68,232.00	69,094.00	69,957.00	74,771.00	75,672.00	77,462.00	78,364.00
15	65,455.00	66,304.00	69,588.00	70,449.00	71,314.00	76,126.00	77,030.00	78,822.00	79,722.00
16	66,822.00	67,673.00	70,592.00	71,450.00	72,313.00	77,129.00	78,030.00	79,821.00	80,726.00
17			72,196.00	73,060.00	73,921.00	78,735.00	79,639.00	81,428.00	82,329.00
18			73,806.00	74,667.00	75,531.00	80,346.00	81,248.00	83,040.00	83,938.00
19			75,437.00	76,294.00	77,160.00	81,948.00	82,852.00	84,645.00	85,549.00
20						83,559.00	84,459.00	86,252.00	87,157.00
21						85,167.00	86,070.00	87,862.00	88,762.00
22						86,771.00	87,676.00	89,466.00	90,372.00
23						88,389.00	89,294.00	91,075.00	91,976.00
24						90,019.00	90,924.00	92,680.00	93,584.00
25								94,295.00	95,201.00
26								95,919.00	96,827.00
27									
28									
29									
30									
31									
32									

Year 4 2029-30

	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	46,119.00	46,995.00	49,943.00	50,834.00	51,722.00	56,682.00	57,609.00	59,452.00	60,386.00
2	47,873.00	48,747.00	51,699.00	52,587.00	53,472.00	58,431.00	59,365.00	61,212.00	62,137.00
3	49,626.00	50,501.00	53,458.00	54,343.00	55,229.00	60,187.00	61,117.00	62,965.00	63,893.00
4	51,385.00	52,257.00	55,208.00	56,098.00	56,982.00	61,942.00	62,870.00	64,718.00	65,645.00
5	53,135.00	54,011.00	56,963.00	57,849.00	58,739.00	63,695.00	64,627.00	66,471.00	67,398.00
6	54,368.00	55,238.00	57,833.00	58,722.00	59,612.00	64,569.00	65,497.00	67,343.00	68,270.00
7	56,109.00	56,978.00	59,575.00	60,460.00	61,349.00	66,304.00	67,236.00	69,079.00	70,009.00
8	57,844.00	58,715.00	61,309.00	62,198.00	63,086.00	68,043.00	68,973.00	70,817.00	71,747.00
9	59,583.00	60,455.00	63,048.00	63,935.00	64,824.00	69,780.00	70,711.00	72,556.00	73,487.00
10	61,317.00	62,192.00	64,785.00	65,671.00	66,562.00	71,516.00	72,449.00	74,294.00	75,222.00
11	61,837.00	62,712.00	66,094.00	66,981.00	67,871.00	72,826.00	73,758.00	75,604.00	76,532.00
12	63,234.00	64,106.00	67,492.00	68,379.00	69,265.00	74,224.00	75,149.00	76,997.00	77,927.00
13	64,630.00	65,504.00	68,882.00	69,773.00	70,658.00	75,620.00	76,549.00	78,393.00	79,321.00
14	66,027.00	66,900.00	70,279.00	71,167.00	72,056.00	77,014.00	77,942.00	79,786.00	80,715.00
15	67,419.00	68,293.00	71,676.00	72,562.00	73,453.00	78,410.00	79,341.00	81,187.00	82,114.00
16	68,827.00	69,703.00	72,710.00	73,594.00	74,482.00	79,443.00	80,371.00	82,216.00	83,148.00
17			74,362.00	75,252.00	76,139.00	81,097.00	82,028.00	83,871.00	84,799.00
18			76,020.00	76,907.00	77,797.00	82,756.00	83,685.00	85,531.00	86,456.00
19			77,700.00	78,583.00	79,475.00	84,406.00	85,338.00	87,184.00	88,115.00
20						86,066.00	86,993.00	88,840.00	89,772.00
21						87,722.00	88,652.00	90,498.00	91,425.00
22						89,374.00	90,306.00	92,150.00	93,083.00
23						91,041.00	91,973.00	93,807.00	94,735.00
24						92,720.00	93,652.00	95,460.00	96,392.00
25								97,124.00	98,057.00
26								98,797.00	99,732.00
27									
28									
29									
30									
31									
32									

Year 5 2030-31

	BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
1	47,733.00	48,640.00	51,691.00	52,613.00	53,532.00	58,666.00	59,625.00	61,533.00	62,500.00
2	49,549.00	50,453.00	53,508.00	54,428.00	55,344.00	60,476.00	61,443.00	63,354.00	64,312.00
3	51,363.00	52,269.00	55,329.00	56,245.00	57,162.00	62,294.00	63,256.00	65,169.00	66,129.00
4	53,183.00	54,086.00	57,140.00	58,061.00	58,976.00	64,110.00	65,070.00	66,983.00	67,943.00
5	54,995.00	55,901.00	58,957.00	59,874.00	60,795.00	65,924.00	66,889.00	68,797.00	69,757.00
6	56,271.00	57,171.00	59,857.00	60,777.00	61,698.00	66,829.00	67,789.00	69,700.00	70,659.00
7	58,073.00	58,972.00	61,660.00	62,576.00	63,496.00	68,625.00	69,589.00	71,497.00	72,459.00
8	59,869.00	60,770.00	63,455.00	64,375.00	65,294.00	70,425.00	71,387.00	73,296.00	74,258.00
9	61,668.00	62,571.00	65,255.00	66,173.00	67,093.00	72,222.00	73,186.00	75,095.00	76,059.00
10	63,463.00	64,369.00	67,052.00	67,969.00	68,892.00	74,019.00	74,985.00	76,894.00	77,855.00
11	64,001.00	64,907.00	68,407.00	69,325.00	70,246.00	75,375.00	76,340.00	78,250.00	79,211.00
12	65,447.00	66,350.00	69,854.00	70,772.00	71,689.00	76,822.00	77,779.00	79,692.00	80,654.00
13	66,892.00	67,797.00	71,293.00	72,215.00	73,131.00	78,267.00	79,228.00	81,137.00	82,097.00
14	68,338.00	69,242.00	72,739.00	73,658.00	74,578.00	79,709.00	80,670.00	82,579.00	83,540.00
15	69,779.00	70,683.00	74,185.00	75,102.00	76,024.00	81,154.00	82,118.00	84,029.00	84,988.00
16	71,236.00	72,143.00	75,255.00	76,170.00	77,089.00	82,224.00	83,184.00	85,094.00	86,058.00
17	72,710.00	73,618.00	76,965.00	77,886.00	78,804.00	83,935.00	84,899.00	86,806.00	87,767.00
18			78,681.00	79,599.00	80,520.00	85,652.00	86,614.00	88,525.00	89,482.00
19			80,420.00	81,333.00	82,257.00	87,360.00	88,325.00	90,235.00	91,199.00
20			82,181.00	83,089.00	84,015.00	89,078.00	90,038.00	91,949.00	92,914.00
21						90,792.00	91,755.00	93,665.00	94,625.00
22						92,502.00	93,467.00	95,375.00	96,341.00
23						94,227.00	95,192.00	97,090.00	98,051.00
24						95,965.00	96,930.00	98,801.00	99,766.00
25						97,716.00	98,680.00	100,523.00	101,489.00
26								102,255.00	103,223.00
27								103,995.00	104,966.00
28									
29									
30									
31									
32									

Paraprofessional and Custodial Employees

New employees will have the starting rate of:

Custodians – $20.00/hour
Paraprofessional – $18.00/hour

Year 1	
Custodians	3.00%
Paraprofessional	1.00%

Year 2	
Custodians	3.00%
Paraprofessional	1.00%

Year 3	
Custodians	3.00%
Paraprofessionals	1.50%

Year 4	
Custodians	3.00%
Paraprofessionals	2.00%

Year 5	
Custodians	3.50%
Paraprofessionals	3.00%

Appendix A
Salary Schedule Advancement Calculation

If a teacher meets the requirement for the second semester salary adjustment, the following steps will be followed to determine the pay:

Calculation of 1st Semester Daily Rate
1st semester step / 180 days = 1st semester daily rate

Calculation of 2nd Semester Daily Rate
2nd semester step / 180 days = 2nd semester daily rate

Calculation of 1st Semester Compensation
contract days in 1st semester x 1st semester daily rate = 1st semester compensation

Calculation of 2nd Semester Compensation
contract days in 2nd semester x 2nd semester daily rate = 2nd semester compensation

Calculation of Total Compensation
1st semester + 2nd semester = total compensation for year

Calculation of Compensation Balance from January 1 – August 31
Total compensation for year less compensation received from September 1 – December 31 = remaining compensation

Calculation of New Pay Amount for Paychecks from January 1 – August 31
Remaining compensation / remaining pay periods from January 1 – August 31 = new pay amount for January 1 – August 31 paychecks