

AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT 104**

AND

**ARGO-SUMMIT COUNCIL OF
THE WEST SUBURBAN
TEACHERS UNION LOCAL 571**

2026-2031

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ARTICLE I

A. RECOGNITION

The Board of Education, School District 104, Cook County, Argo, hereinafter referred to as the “Board” recognizes the Argo-Summit Council of the West Suburban Teachers Union, Local 571, hereinafter referred to as the “Union” as the sole and exclusive bargaining agent for all full-time, regularly employed licensed personnel of District 104, except the Superintendent, Assistant Superintendent, Principals and supervisors. The term “supervisor” is defined as anyone who, as a predominant part of his/her duties, has authority in the interest of the Board to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline, or having responsibility to direct other employees of the Board, or to adjust their grievances, or to effectively recommend such action in connection with any of the foregoing.

The following job classifications shall not be included in the bargaining unit: paraprofessionals, health aides, lunchroom and playground monitors, maintenance staff, custodians, nurses not licensed under the Illinois School Code, substitute teachers, clerks and secretaries.

B. SCOPE

The Union and the Board agree to negotiate in good faith on matters of salary, fringe benefits, working conditions, grievance procedure and other mutually agreed upon professional matters.

C. NON-DISCRIMINATION

The Board agrees not to discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status, political affiliations or activities, membership or participation in or association with legal activities of the Union or physical handicap which does not affect job performance. Furthermore, no teacher shall be discouraged from joining or participating in the legal activities of the Union. However, in the event a member of the bargaining unit commences an action against the Board or any of its agents before a federal or state court or administrative agency alleging a violation of any right specified herein, such filing shall act as a bar to the commencement of or further processing of any grievance filed pursuant to the terms of this Agreement, except as provided by law.

D. UNION-ADMINISTRATION MEETINGS

On a quarterly basis, the Union President and the Superintendent shall meet to discuss matters of concern. The Union and the Board may have present at the committee meetings any individuals either party wishes to include.

E. UNION RIGHT TO SPEAK AT BOARD MEETINGS

The Union shall have a place on the agenda of regularly scheduled Board meetings provided it gives notice to the Superintendent before the agenda is created for such meetings and conforms to Board Policy with respect to time lines, topics, etc.

F. UNION ANNOUNCEMENTS

The Union shall have a place at faculty meetings and institutes for brief announcements. Announcements of Union meetings may be made over the intercom system in each school, so long as such announcements:

1. are given by the Principal at the regular time devoted to announcements; and
2. are submitted in advance to the Principal by the building representative of the Union.

The Union shall also have the right to use the District email system.

G. VACANCIES

Notices for all District vacancies will be e-mailed to the Union President and Union Secretary for distribution as they see fit. A minimum of (5) business days on which the District office is open from the notice date, must pass before an interview begins for an administrative or bargaining unit position.

Any teacher who possesses the required licensure and endorsements and applies for a vacancy shall be granted an interview. If more than one teacher applies for a specific assignment, and the qualifications of the applicants are equal, District seniority shall only be a factor in the case of a tie. The determination of the Administration shall be final. There shall be no reprisals or punitive action taken against any teacher applying for a vacant position. If the teacher is not selected for the vacant position, he/she will be notified of this decision by the District.

H. RIGHT TO INFORMATION

The Board and the Union agree to make available upon request any and all information, statistics or records of a non-confidential nature relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, including the names, addresses and telephone numbers of all teachers, excluding the telephone numbers of teachers who do not desire that they be disclosed. The Board Policy Manual, as updated from time to time, is available on the District website.

I. DISTRIBUTION OF AGREEMENT

The District shall print enough copies of the Agreement booklet for all bargaining unit employees to receive one copy of the Agreement during the life of the Agreement. The Agreement booklet shall be distributed to the faculty by the Union at the beginning of the school year or after ratification of the Agreement, whichever first occurs in a school year. The District will send an e-mail to bargaining unit employees notifying them of the availability of the Agreement on the District's website at the beginning of each school year.

J. USE OF PHONES

The Union President shall have the right to accept incoming calls and make intra-school calls when not involved in teaching or supervision of students. If at the time a call comes in the Union President is not available to take the call, a message shall be placed in the Union President's mailbox.

K. DEFINITIONS

The words "will" and "shall" are used interchangeably throughout this agreement. The Board and Union agree that there is no distinction in the meaning of "will" and "shall" and that whichever of the two words is used, the intent of the parties is to create an obligation to carry forward the provisions created.

L. UNION LEAVE TIME

The Board shall allow the Union President to use up to two (2) days annually to attend IFT/AFT conferences, meetings and conventions. The Union will pay for the cost of the substitute, if a substitute is necessary.

M. FREEDOM OF INFORMATION ACT REQUESTS

The Union President shall be notified via District e-mail prior to the District's response to a Freedom of Information Act (FOIA) request that asks for the following information about any teacher(s): home address, personal phone number, personal e-mail address, or a list of employees in the bargaining unit or their Union member status.

ARTICLE II

A. MAIL - MAILBOXES - BULLETIN BOARDS

The Union shall be permitted to communicate through the intra-District mail system and electronic mail system(s), if such systems exist. The Union shall be permitted to use the teacher mailboxes for dissemination of Union material. A copy of all such material shall be made available to the Superintendent upon request. A bulletin board reserved for Union use shall be provided in each teachers' lounge. No person except a Union designee shall post or remove material from the Union bulletin boards provided, however, that all material shall be removed from such bulletin boards at the close of each year.

B. USE OF FACILITIES

The Union shall be allowed to use school facilities for Union meetings, at reasonable times and provided no other school events conflict, subject to the following:

1. The use of such facilities by the Union shall be approved by the appropriate administrator; and
2. Nothing herein shall prevent the Board from charging reasonable fees for use of school facilities where costs are incurred.

C. SAFE AND HEALTHFUL CONDITIONS

In the event that the Union has concerns regarding the safe and healthful conditions of the schools in the District, the Union President will promptly report it to the Superintendent. The Superintendent will investigate any such report.

The Union President shall be invited to attend the annual Crisis Plan Review meeting. During one of the institute days at the beginning of the school year, or during a meeting on a late start Wednesday, the District will provide all teachers with a review of the emergency and crisis response plans.

D. TEACHERS' LOUNGES AND WORK AREAS

The Board shall provide clean and comfortable teachers lounges and work areas. These areas will be spacious enough to provide work space for teachers during their preparation periods. Computers, printers and adequate duplication equipment shall be provided in each building for teacher use in preparing their class work.

E. DUTY-FREE LUNCH

All teachers will receive a duty-free lunch period equal to the regular lunch period, but in no event shorter than required by the Illinois School Code. No teacher shall be required to remain in the building during his/her lunch period.

Student and teacher lunch periods will be thirty (30) minutes. Teachers' thirty (30) minute lunch period shall not be reduced for the purpose of supervising students returning from lunch. Teachers and students in each building will have the same lunch periods.

Except in case of emergency, at no time shall teachers be required to monitor/supervise students in the lunchroom or in any other areas during any teacher or student lunch periods.

F. SCHOOL CALENDAR

The school calendar shall be prepared by the Board and shall comply in every respect with the provisions of the Illinois School Code. The Union President may provide input to the Superintendent on development of the calendar annually.

G. PREPARATION AND SUBSTITUTION PERIOD

- 1. Preparation Period.** Every teacher shall be granted a non-directed preparation period of no less than forty (40) consecutive minutes per day if feasible but in any event no less than thirty-five (35) consecutive minutes per day scheduled during the work day as defined in Article VII, Section F, School Year/Day.
- 2. Substitution.** Where faculty members are required by the District to substitute or assume a full "Double Class" situation they shall be remunerated at the rate of thirty-five dollars (\$35.00) per hour. For the purposes of this Section, a "Double Class" shall mean a situation where the teacher is responsible for the full instructional, supervisory, and classroom management duties of an additional class of students in addition to their own assigned class, for the entire scheduled period. This does not include temporary assistance, short-term student grouping, combined activities or situations where students from another class are reassigned to the teacher's classroom, resulting only in an increase in class size without full responsibility for an additional class.

If the responsibility of the full extra class is shared (each teacher taking half the students in addition to their own) each will be remunerated at half the full rate. This provision shall not apply to voluntary coverage, informal student supervision, or increase in class size. In elementary and middle schools where teachers are required to teach or supervise extra classes, they shall receive thirty-five dollars (\$35.00) per missed preparation period. This rate of compensation shall also apply if teachers are required to attend a meeting during a non-directed preparation period, in circumstances where teachers have only one preparation period during the school day of such meeting. This does not apply to teacher-initiated requests for meetings, disciplinary meetings, or interviews.

H. LUNCH SUPERVISION

The Superintendent will work with Principals to attempt to eliminate teacher lunchroom supervision. However, to ensure that students are adequately supervised during the lunch period, teachers may be assigned to lunch supervision not to exceed thirty (30) minutes on a daily basis. A teacher assigned to lunch supervision will be provided a duty free lunch period during the day. If a teacher volunteers to perform lunch supervision and foregoes a duty free lunch period, the teacher shall be paid twenty-four dollars (\$24.00) per half hour of supervision.

I. CLASS SIZE

The Board will continue in its attempts to keep class sizes within reasonable limits as set by the Board upon the recommendation of the Superintendent.

J. INVOLUNTARY TRANSFER

The Board and Union acknowledge the right of the Superintendent to involuntarily transfer teachers. Such transfers shall occur when necessary for the needs of the District and shall not be made for disciplinary reasons. Annually, the Superintendent will meet with the Union President to explain the transfers made hereunder, if any. A teacher who is to be transferred shall receive verbal, followed by written notice, of the transfer decision. A copy of the written notice will be placed in the teacher's personnel file with the reason for the transfer. Whenever a teacher is to be transferred involuntarily, a meeting shall be held, if the teacher so desires, to further discuss the transfer. At the meeting the teacher may propose alternatives. The teacher may have a Union representative at this meeting if he/she so desires.

In the case of an emergency transfer, the above procedure shall be followed with notification to the teacher made as soon as the Superintendent knows such a transfer will be needed. In the event the emergency transfer occurs during the school year, release time consisting of (2) days shall be provided for the teacher to complete the move. At the Superintendent's discretion, a third day may be granted. Such a decision is non-precedential and not subject to review. When possible, the transferred teacher shall be provided classroom access for any work involved in completing the transfer and move.

Any teacher who is involuntarily transferred has the right to respond to the transfer in writing. This response shall be attached to the transfer notice and placed in the teacher's personnel file. The teacher shall have the right to resign without penalty within thirty (30) days following the effective date of the transfer.

For the purposes of this section, an involuntary transfer shall be considered a transfer between buildings, a transfer within a building if the new and old positions require different teaching endorsements, or a transfer within a building if a classroom teacher is moved at least three grade levels.

K. NOTIFICATION OF ASSIGNMENT

Within thirty (30) days before the end of the current school year, all teachers shall be notified in writing of their tentative assignment for the following school year if the assignment differs from the teacher's current assignment. Changes in assignment may be made by the Superintendent thereafter when necessary. If changes in assignments become necessary, the teachers so affected shall receive written notification from the Superintendent as soon as possible.

L. TEACHER DISCIPLINE

1. The Board, the Superintendent or his/her designee may discipline a teacher(s) for just cause. For purposes of this Section, the term "discipline" shall include written reprimand or suspension with or without pay. Only discipline resulting in suspension shall be subject to the arbitration provisions of the grievance procedure found in this Agreement.
2. The Board and Superintendent, or designee, will use progressive discipline where appropriate, provided, however, that nothing in this Section shall require the Board, Superintendent or designee, to exhaust any or all of the foregoing disciplinary actions or methods when a determination has been made of the need to discipline a teacher.
3. A teacher required to appear before the Board or the Administration concerning any matter which the teacher reasonably believes may result in disciplinary action is entitled to have a Union representative in attendance at such meeting, provided, however, that the right to such representation shall not apply to informal, impromptu discussions regarding teacher performance.
4. Whenever any teacher is required to appear before the Board or Administration concerning a matter which the Board or Administration intends to be disciplinary in nature, the teacher shall be given prior written notice of such meeting and its purpose.
5. Written or oral warnings which are four (4) calendar years or older shall not be used as the basis for future discipline.

M. COMPLAINTS AGAINST A TEACHER

Before any written complaint is placed in a teacher's personnel file, the teacher shall be advised of the complaint and shall have five (5) business days to request a conference with the Superintendent to discuss the complaint, with the Building Principal in attendance if the teacher or Superintendent so desires. The teacher may be accompanied by a Union representative if the teacher so requests.

If after the conference the written complaint is placed in the teacher's personnel file, the teacher may, within thirty (30) business days after such conference, attach a response to the complaint.

N. BATTERY PROCEDURES AND PERSONAL PROPERTY DAMAGE

Whenever a teacher is absent from school as a result of personal injury caused by battery arising out of, and in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence for the duration of the school year in which the battery occurred, without having such absence charged to annual sick leave or accumulated sick leave. Any compensation for lost salary received by the teacher from worker's compensation program shall be turned over to the District for the period for which said District salary is paid. The benefits of this Section shall not be available to any teacher if such personal injury is caused by the willful provocation of the teacher.

When damage is caused by a pupil of District 104 during the course of a school day to a teacher's private automobile and a written report thereof is filed with the Central Office, the Administration shall assist in notifying local law enforcement authorities and in the investigation of the incident.

O. ITINERANT TEACHERS

No itinerant teacher shall be assigned to more than two buildings in one day. Itinerant teachers shall be allowed fifteen (15) minutes traveling time (under normal traveling conditions) between buildings in addition to the regular lunch and preparation periods. The Principals shall attempt to provide a preparation period immediately before or after the lunch period on days when itinerant teachers are assigned to two buildings.

P. LAYOFF AND RECALL

When the Board determines that a decrease in the number of teachers or a discontinuance of some teaching service is necessary, such layoffs will be accomplished in accordance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12).

Teachers honorably dismissed as a result of layoff who are entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by certified mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her correct mailing address and any change in legal qualifications. A recalled teacher shall have seven (7) calendar days to inform the District that he/she accepts the position. Teachers who do not accept a position shall be stricken from the recall list and their recall rights terminated.

SB7 Joint Committee

A Senate Bill 7 Joint Committee ("SB7 Joint Committee"), as defined within Section 24-12 of the Illinois School Code, shall meet annually. The SB 7 Joint Committee shall be composed of equal

representation with half of the membership representing the Board, and half representing the Union. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the conclusion of the school year. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by a majority of the members.

Prior to seventy-five (75) calendar days before the end of the school year, the Superintendent shall consult with the Union President and review a draft of the sequence of honorable dismissal list required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Union President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term. In addition to the sequence of honorable dismissal list, the Board will provide the Union with a seniority list within forty-five (45) calendar days before the end of the school term.

ARTICLE III

A. **TEACHER EVALUATION** (See School District 104 yearly teacher evaluation tool.)

1. **Frequency**

Tenured Teachers: Tenured teachers who earn an Excellent or Proficient rating shall be formally evaluated at least once in the course of the three (3) school years after the receipt of the rating, with at least one (1) informal observation between evaluation cycles. However, a tenured teacher who received a “Needs Improvement” or “Unsatisfactory” rating on the previous year’s evaluation will be evaluated in the next school year after receiving the rating.

Non-Tenured Teachers: Non-tenured teachers shall be formally evaluated at least once every year.

2. **Evaluation Ratings**

Teachers will be provided an overall rating of “Excellent”, “Proficient”, “Needs Improvement”, or “Unsatisfactory” in the Summative Evaluation using the Teacher & Evaluator Evaluation Booklet.

3. **Notice of Evaluation**

On or before the first student attendance day of each school year, the District shall provide a written notice (paper or electronic) that a performance evaluation will be conducted to each teacher affected or, if the affected teacher is hired after the start date of the school term, then no later than thirty (30) days after the contract is executed.

The written notice shall include:

- a. A copy of the rubric to be used to rate the teacher against identified standards and goals.
- b. A summary of the manner in which professional practice will be used in the evaluation.
- c. A summary of the District’s procedures related to the provision of professional development or remediation in the event a teacher receives a “Needs Improvement” or “Unsatisfactory” rating.

4. **Evaluation Components**

An “Evaluation” will consist of the following components:

- a. Pre-Observation Conferences – a pre-observation conference must precede each formal evaluation. This conference will occur at least two (2) school days before the formal observation. During this conference, the evaluator and the teacher will discuss the lesson plan and any areas on which the evaluator should focus during the observation, if applicable.

In advance of the pre-observation conference, the teacher must submit to the evaluator a written lesson plan for the instruction that will be conducted during the formal observation.

- b. Formal Observations - The formal observation will involve an observation of a teacher for a minimum of forty-five (45) minutes at a time, or a complete lesson, or during an entire class period. Evaluators may designate another evaluator to conduct formal observations.

- c. Post-Observation Conferences - Within ten (10) school days after the formal observation, the evaluator shall meet with the teacher to discuss the evidence collected during the evaluation and judgments made about the evidence. The evaluator must provide written feedback to the teacher at this conference.

- d. Informal Observations - Informal observations are unannounced and do not require a pre-conference meeting. Following an informal observation, the qualified evaluator shall provide feedback to the teacher either orally or in writing (electronic or paper). If the feedback is in a written format, the evaluator will provide the teacher with an opportunity to have an in-person discussion.

Evidence gathered during informal observations may be considered in determining the performance evaluation rating as long as it is documented in writing.

- e. Required Observations

Tenured Teachers rated “Excellent” or “Proficient” on Prior Evaluation	Probationary Teachers and Tenured Teachers rated “Needs Improvement” or “Unsatisfactory” on Prior Evaluation
At least two (2) observations: <ul style="list-style-type: none"> • At least one (1) of the observations must be a formal observation including the required pre-observation and post-observation conference 	At least three (3) observations: <ul style="list-style-type: none"> • At least two (2) of the observations must be formal observations including the required pre-observation and post-observation conferences

- f. Summative Evaluation - On or before April 1st for non-tenured and tenured teachers, the evaluator will provide the teacher with a copy of the summative evaluation and performance evaluation rating. The teacher has the right to attach comments to the evaluation. The Summative Evaluation and any attached comments will be placed in the teacher's personnel file.

5. Additional Procedures

- a. Audio and Video Recording: Unauthorized audio or video recording is prohibited. However, during the course of the school year a teacher may request that their evaluator, mentor or a peer record the teacher's instructional delivery of the lesson for the purpose of the self-assessment, coaching and constructive critiquing.

Any audio and video recording must be conducted in accordance with School Board Policy as it relates to the photography and recording of students and will be the sole property of the individual teacher. Audio and video recordings will not be used for evaluative purposes, nor will they be included in the teacher's personnel file.

- b. Evaluation of Itinerant Teachers - Teachers who are assigned to perform duties at more than one (1) school shall be assigned a "home school" Principal at the beginning of the school year. The "home school" Principal shall be responsible for evaluating the teacher, with input from the Principals in the other buildings where the teacher is assigned.

B. REMEDIATION PLAN

A tenured teacher will be placed on a remediation plan under the following conditions:

- 1. The evaluator determines, as a result of performance observations, that identified weaknesses are significant enough to rate the teacher's overall performance as "unsatisfactory."
- 2. The weaknesses are remediable.

The remediation plan shall comply with Section 24A-5 of the Illinois School Code.

C. PROFESSIONAL DEVELOPMENT PLAN (PDP)

Within thirty (30) school days after a tenured teacher receives a summative evaluation rating of "Needs Improvement," the evaluator and the Administration will develop, in consultation with the teacher, a Professional Development Plan.

The Professional Development Plan shall state the areas that need improvement and any supports that the Board will provide to address the areas identified as needing improvement, taking into account the teacher's on-going professional responsibilities including his or her regular teaching assignments.

The Professional Development Plan shall last for ninety (90) school days and conclude with a summative evaluation.

D. PERSONNEL RECORDS

1. No material derogatory of a teacher's conduct, service, character or personality shall be placed in his/her file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its content. In the event that the teacher refuses to sign the copy to be filed, a notation to that effect will be placed in the file by the appropriate administrative officer. The teacher shall have the right to respond to any material filed and his/her response shall be attached to the file copy.
2. Upon written request by the teacher, he/she shall be permitted to inspect, copy or reproduce anything in his/her file except confidential credentials provided by teacher placement offices and letters of recommendation or references solicited by the teacher or the Board prior to employment for which the teacher has waived his/her right to read.
3. Anonymous material shall not be used in any disciplinary action against a teacher, nor shall any such material be placed in the teacher's personnel file.
4. Only one official central office file shall be kept for each teacher.
5. Disciplinary materials shall not be divulged to anyone, excluding those who are allowed access by law, without written notice to the teacher. Affected teachers shall sign a form to evidence receipt of such notice. No disclosure shall be made until such receipt has been signed. Such written notice shall not apply if the disclosure is ordered to a party in a legal action or arbitration or information is requested by a government agency as a result of a claim or complaint by a teacher or as a result of a criminal investigation by such agency. Except for Board ordered remediation documentation, disciplinary materials which are more than four (4) years old shall not be disclosed to third parties unless pursuant to an arbitration or legal action.

ARTICLE IV

A. INFORMAL RESOLUTION OF GRIEVANCES

A sincere attempt should be made to resolve any grievance by oral interview between the teacher or Union representative and Principal or other administrator before differences become formalized as grievances.

B. FORMAL GRIEVANCE

A grievance is a complaint in writing that there has been a violation, misinterpretation, or misapplication of any provision of the Agreement.

C. RIGHT TO PRESENT GRIEVANCES

Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.

D. GRIEVANCE: NO REPRISALS

A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal for his/her participation.

E. FAILURE TO ACT

The failure of a teacher or the Union to act within the time limits will act as a bar to any further appeal, and the Administration's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

F. REPRESENTATION

A teacher has the right to Union representation at all stages of the grievance procedures. When a teacher chooses to be represented in the grievance procedure by a representative other than a Union designee, such representative may not be an official or employee of any other teacher organization.

G. HEARINGS AND CONFERENCES

The teacher (or representative of teachers in a group grievance) shall be present at the grievance discussion when the Administration and/or Union deem it necessary; however, hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present to attend and will be held, insofar as possible, after regular school hours, or during the non-teaching time of the personnel involved. When such hearings and conferences are held during school hours all teachers

whose presence is required by the Board or the Administration shall be excused with pay for that purpose. Otherwise the Board is not required to pay members of the bargaining unit for time spent in the processing of grievances and arbitrations. When the presence of a teacher at the grievance hearing is requested by either party, illness or other incapacity of a teacher shall be grounds for any necessary extension of grievance procedure time limits.

H. UNION NOTIFICATION

In any instance where the Union is not represented in the grievance procedure, the Union shall have the opportunity to be present and will be notified of the disposition of the grievance at each formal step of the procedure. No disposition of any grievance shall be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Union to be in conflict with this Agreement shall be grievable by the Union, starting at the Superintendent level.

I. BYPASS

By mutual consent, lower steps in the grievance procedure may be bypassed.

J. GRIEVANCE: NON-DISCRIMINATION

Teachers or other bargaining members who participate in the process of resolving grievances or professional problems in the manner indicated herein, or any other matter, shall not be subject to discrimination for such action.

K. FORMAL GRIEVANCE PROCEDURES

1. First Stage

The aggrieved teacher shall file a grievance in writing and at a mutually agreeable time discuss the matter with the Principal or a representative of the Principal's choice in the presence of the Union Building representative, or any other representative of the teacher's choice, with the objective of resolving the matter. The filing of the grievance at the first stage must be within twenty (20) school days after the grievant becomes aware of the act, event, or commencement of the condition which is the basis of the grievance. The Principal or other administrator who has the authority to render a decision on a grievance shall make such decision and communicate it in writing to the Superintendent, the teacher and the Union President within ten (10) school days.

2. Second Stage

In the event that a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher or his/her representative or his/her Union designee shall file,

within ten (10) school days of the Principal's written decision at the first stage, two (2) copies of the grievance, as follows: one copy shall be filed with President of the Union and one copy shall be filed with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved or his/her representative, the Union Grievance Committee, the Principal and the Superintendent or their designees shall meet to resolve the grievance. The Superintendent or his designee shall file a decision within ten (10) school days of the second stage grievance meeting and communicate it in writing to the teacher, Principal and Union President.

3. **Third Stage**

If the grievance cannot be settled at the second stage, the grievance shall be submitted to the Board, within ten (10) school days of the Superintendent's decision, to be considered at the next regularly scheduled meeting unless an earlier or later date can be agreed upon by all parties. The Board shall have the right to continue the matter for a hearing at a later date or call a special meeting for that purpose, but in no event any later than the next regular meeting of the Board. The aggrieved and the Grievance Committee shall present a written brief to the Board and the Superintendent, before they present their case orally.

4. **Fourth Stage**

If the grievance is not resolved satisfactorily to the Union within ten (10) school days after the hearing before the Board (third stage), there will be available a fourth stage of impartial arbitration. The Union may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach an agreement on an Arbitrator, the American Arbitration Association will be requested to provide a panel of Arbitrators in accordance with the rules of the Association. The decision of the Arbitrator shall be in writing and shall set forth the Arbitrator's opinion, conclusions and award, if any, on the issues submitted. The sole power of the Arbitrator shall be to determine whether the terms of this Agreement has been violated, misinterpreted, or misapplied. The Arbitrator shall have no power or authority to make any decision, which modifies, alters or amends the terms of the Agreement or which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be rendered to the Board, to the grievant or his/her representative, and to the Union, and shall be final and binding upon the parties.

L. EXPENSES

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to the arbitration proceeding shall be responsible for compensating its own representative and witnesses.

M. TIME LIMITS

All time limits consist of school days except when a grievance is submitted on or after the last teacher employment day of the school term. School days for the purposes of the grievance procedure shall mean teacher employment days. After the last teacher employment day of the school term, time limits shall consist of business days (days the Superintendent's Office is open).

ARTICLE V

A. ADVISORY COMMITTEES

The Board may establish ad hoc committees composed of teachers and administrators. The Union shall have input as to the teachers on the committees. The committees will be advisory in nature. All authority resides in the Board and the Superintendent.

B. INSTRUCTIONAL PROGRAM

Teachers have the right to use learning materials to structure learning activities within the planned instructional program according to their best professional judgment, recognizing their responsibility to intellectual integrity, scholarly objectivity and the pluralism of the American culture.

C. STUDENT GRADES

Report card grades are the responsibility of the teachers of the District. If there are any changes to how grades are to be reported, the District shall notify the affected teachers at the beginning of the trimester or semester in which a change is to take place.

ARTICLE VI

A. SICK AND BEREAVEMENT LEAVE

Each member of the bargaining unit shall be annually entitled to paid sick leave in the amounts as set forth below. Unused sick leave may be accumulated to three hundred and sixty (360) days. All leave taken pursuant to the provisions of this Section shall be reported in time for the Administration to procure adequate substitute service, except where an emergency makes this impossible. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. For sick leave, "immediate family" shall include parents, spouse or partner in a legally recognized civil union/domestic partner, brothers, sisters, children/stepchildren, grandparents, grandchildren, parents-in-law, sons and daughters-in-law, brothers and sisters-in-law, and legal guardians.

Three (3) days of paid bereavement leave per school year shall be provided for death of a member of the "immediate family" or household. Employees will be required to provide proof of the relative's date of death by submitting a death certificate or obituary. Bereavement leave shall be non-cumulative. Additionally, one (1) day of sick leave may be used for a death outside the "immediate family" or household. In accordance with the Illinois Family Bereavement Leave Act ("FBLA"), bargaining unit members shall be entitled to ten (10) workdays of unpaid leave time for life events as indicated in the FBLA, to wit:

- The death of a "covered family member", to wit: an employee's child, stepchild, spouse, legally recognized civil union/domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent;
- A stillbirth;
- A miscarriage;
- An unsuccessful reproductive procedure;
- A failed adoption match or an adoption that is not finalized because it is contested;
- A failed surrogacy agreement; or
- A diagnosis that negatively impacts pregnancy or fertility.

Each day of paid bereavement leave shall be substituted for one (1) day of unpaid FBLA leave. Paid sick leave may substituted for the remainder of the unpaid FBLA leave.

At the expiration of the school year, any unused personal leave days, other than bereavement leave, shall be added to the teacher's accumulated sick leave (not to exceed three hundred and sixty (360) days). Bereavement leave, if unused, will not turn into sick leave and will not roll-over. All teachers shall be notified of their accumulated sick leave days at the beginning of each school year. This notification will include the sick leave for the current school year. For teachers who begin after November 1st, the sick leave and personal days will be prorated.

<u>Years of Consecutive* Service in District</u>	<u>Days Leave Per Year</u>
1	10
2	10
3	12
4 to 14	13
15 and more	15

For the purposes of the above chart, “One year of consecutive service in the District” shall be interpreted as the first school year of a teacher’s employment in the District.

*Approved leaves shall not be construed as an interruption of consecutive service. In the Superintendent’s sole and non-reviewable discretion, sick leave may be taken for bereavement purposes for other than family members, but such allowance shall not be deemed to create past practice or precedent. To the extent that a teacher’s sick leave qualifies as leave under the Family and Medical Leave Act (“FMLA”) and to the extent that the teacher is an “eligible employee” as defined in the FMLA, the first twelve (12) weeks of a teacher’s leave under this Section shall also be construed as FMLA leave for which unpaid FMLA leave shall be substituted with paid leave.

In the event a teacher utilizes sick leave for a part of the day, the minimum increment will be one half (½) day. One-half (½) day is three hours and 37 minutes (3.6) hours. A teacher utilizing one half (½) day of personal leave would leave or arrive three hours and 37 minutes (3.6) hours after the school day/teacher workday starting time (i.e. 11:22 AM), unless other arrangements for the three hours and 37 minutes (3.6) hours are requested by the teacher and approved by his/her Principal (for instance three and one-half (3.6) hours in the middle of the day, with workday before and after the leave time).

In accordance with the Illinois School Code, if the District requires a teacher to provide a certificate during a leave of less than three (3) consecutive work days for personal illness, the District shall pay out of pocket medical expenses not covered by the employee’s health insurance plan which are incurred by the teacher.

B. PERSONAL LEAVE

Every teacher shall be granted no more than three (3) days of leave annually for the purpose of transacting or attending to personal, legal or business matters that cannot be transacted except during working hours. Personal business includes, but is not limited to, legal matters, court appearances, familial or religious commitments, or other matters that require the individual’s immediate attention.

Requests for non-emergency personal leave shall be submitted three (3) days in advance of such leave and requests for leave due to an emergency shall be submitted as soon as practicable prior to the start of the work day through online submission via “Frontline” or other District-provided software program.

In the event a teacher utilizes personal leave for a part of the day, the minimum increment will be one half (½) day. One-half (½) day is three hours and 37 minutes (3.6) hours. A teacher utilizing one half (½) day of personal leave would leave or arrive three hours and 37 minutes (3.6) hours after the school day/teacher workday starting time (i.e. 11:22 AM), unless other arrangements for the three hours and 37 minutes (3.6) hours are requested by the teacher and approved by his/her Principal (for instance three and one-half (3.6) hours in the middle of the day, with workday before and after the leave time).

Such leave may not be granted during the first or last two (2) weeks of school nor on the day immediately preceding or following a holiday or recess period (inclusive of holiday and vacation weekends) unless the absence involves a religious holiday, court appearance or other extenuating circumstances. In an emergency, every effort will be made by the teacher to notify the appropriate supervisory personnel. All leave granted under this policy shall be subject to the approval of the Superintendent upon the recommendation of the Building Principal. At the expiration of the school year any unused portion of personal leave days shall be added to accumulated sick leave (not to exceed three hundred and sixty (360) days).

C. SICK LEAVE BANK

The Union will maintain a Sick Leave Bank for use by an eligible teacher suffering a catastrophic personal illness after said teacher has exhausted all of his/her sick leave. The Union President shall provide the administration with a list of participating teachers no later than October 15th of each school year. The Union President will also report the specifics of any donations and withdrawals in a timely manner so that the District may record proper changes in accumulated sick leave for participating teachers. By September 1 of the school year, the Union President shall provide the Superintendent with a copy of the Union's Sick Leave Bank Rules and Regulations. Sick Leave Bank donations and withdrawals must comply with the Union's Sick Leave Bank Rules and Regulations. Sick Leave Bank donations or withdrawals reported to the District by the Union will not be applied retroactively by the District.

The administration will transfer sick days as directed by the Union, and provide record keeping assistance, but shall have no other duties with respect to the Sick Leave Bank. Sick Leave Bank policies are the responsibility of the Union. However, the Sick Leave Bank is limited as follows:

1. Teachers must have accumulated at least twenty five (25) unused sick leave days to be eligible to participate and use the Sick Leave Bank;
2. Any teacher who is receiving benefits from the Teachers' Retirement System, or is absent for illness or injury due to a work-related accident (which is determined as compensable under the Illinois Workers' Compensation Act) may not avail himself/herself of any benefits of the Sick Leave Bank; and
3. Teachers who are on Board-approved leaves of absence are not eligible to draw from the Sick Leave Bank.

Any disputes between teachers regarding the Sick Leave Bank shall be resolved by the Union, and are not subject to the grievance procedure.

The Union agrees to indemnify, and save and hold harmless, the Board, its employees and agents from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this section.

D. MILITARY LEAVE

Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Services of the United States. Upon return from such leave, such teacher will be accorded the benefits of all of the provisions of the Soldiers and Sailors Civil Relief Act and any other pertinent laws. If National Guard encampment or period of active training due to any emergency situation should occur during the school year, any teacher required to participate in such encampment or emergency services shall be granted temporary leave of absence and shall be paid the difference between his/her National Guard Service and his/her regular salary as a teacher of the District.

E. EXTENDED PERSONAL LEAVE

A teacher may make a written application to the Superintendent for leave, not to exceed one year in length, for personal reasons. This leave may be granted at the discretion of the Superintendent upon approval of the Board. Such leave shall be without pay. Where necessary, such leave may be extended an additional year at the discretion of the Superintendent upon the basis of positions available and the qualifications of the teacher. Upon return to duty, the teacher shall receive a salary and classification not lower than that to which he/she was entitled at the time such leave began.

To the extent that a teacher's temporary illness or disability under this Section also qualifies as a "serious health condition" under the Family and Medical Leave Act and to the extent that the teacher is an "eligible employee" as defined in the Family and Medical Leave Act, the first twelve (12) weeks of a teacher's leave under this Section shall also be construed as Family and Medical Leave Act leave.

F. PUBLIC OFFICE LEAVE

A tenured teacher who has been employed by the District for at least three (3) years may apply for a leave of absence without pay to serve in public office. Application for said leave must be made in writing by February 1st and may be granted by the Superintendent upon approval of the Board. Upon return to duty, the teacher shall receive a salary and classification not lower than that to which he/she was entitled at the time such leave began. Placement upon return to duty after public office leave shall be determined by the Superintendent upon the basis of positions available and the qualifications of the teacher. Such leaves are renewable at the discretion of the Superintendent with Board approval.

G. PROFESSIONAL MEETING LEAVE

Teachers may be granted leave upon the recommendation of the Superintendent and subject to the approval of the Board to attend professional meetings and conferences without deduction in pay or reduction in other leave days. Allowance for teachers' professional meetings shall include transportation and lodging as well as any registration fee that may be required. Teachers who wish to know the reasons for denial of such a request for leave may contact the Superintendent.

H. PEACE CORPS - INTERNSHIP - EXCHANGE AND TEACHING LEAVES

Teachers may apply for leave without pay to serve in the Peace Corps, internships, exchange programs or to accept teaching positions in foreign countries. Such leaves may be granted by the Superintendent subject to the approval of the Board upon such terms and conditions as the Board may impose. Upon return from such a leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

I. SABBATICAL LEAVE

1. Sabbatical leave may be granted after completion of at least six (6) years of satisfactory service as a full-time teacher and may again be granted after completion of a subsequent period of six (6) years of such service. A leave granted for a period of one (1) school year or less shall bar a further sabbatical leave until completion of six (6) years of additional satisfactory service.
2. The leave shall be conditioned upon a plan for resident study, research, travel or other purposes to benefit the School District, which plan must be approved by the Board and not thereafter modified without the approval of the Board.
3. Such leave may be granted for a period of at least four (4) school months, but not in excess of the school term. Before a leave is granted pursuant to and in accordance with these provisions, the applicant shall agree in writing that if, at the expiration of such leave, he/she does not return to and perform contractual continued service in the District for at least two (2) school years after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance are prevented by illness or incapacity.
4. Applications for leave shall be made in writing to the Superintendent prior to September 16th for leave during the second semester of the current school year, and prior to February 1st for leave during the next school year.
5. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service, from which there shall be deducted therefrom an

amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall not be less than the minimum salary provided by the Illinois School Code (105 ILCS 5/24-8) or one-half of the basic salary, whichever is greater.

6. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and approved by the Board. Unless justified by illness or incapacity, failure of any person granted a leave pursuant to and in accordance with these provisions to devote the entire period to the purposes for which the leave was granted shall constitute a cause for removal from teaching service.
7. Upon expiration of a leave granted pursuant to and in accordance with these provisions and upon presentation of evidence satisfactory to the Board showing compliance with the condition of the leave, the teacher shall be returned to a position equivalent to that formerly occupied. The tenure of the person on sabbatical leave shall not be affected.
8. Absences during a leave granted pursuant to and in accordance with these provisions shall not be constructed as a discontinuance of service for any purpose, including progression on the salary schedule. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of sabbatical leave credit.
9. Any applicant taking leave shall give a note for the full amount of payments made to the applicant, made payable to the School Board, to insure compliance with intent to the Article and the provisions of the Illinois School Code.

J. PARENT/CHILD REARING LEAVE

1. Parent/child rearing leave without pay will be granted by the Board to any tenured teacher. All such requests shall be accompanied by a certificate of pregnancy signed by a physician duly licensed to practice medicine in the State of Illinois, which certificate shall include the expected date of delivery or adoption documentation.
2. A teacher who is expecting a child and wishing to apply for Parent/Child Rearing leave shall notify the Principal in writing, with a copy to the Superintendent, after the pregnancy or adoption is confirmed. Said teacher may, in writing, request a leave of absence without pay for the balance of the school year. A parent/child rearing leave of absence may begin when the teacher so desires, but not later than when she is medically unable to perform her duties. A parent/child rearing leave of absence shall generally end on the day prior to the beginning of a semester or

school year. However, a teacher requesting to return at a time other than the beginning of a semester or school year shall be returned to a position consistent with the teacher's certification or qualification.

3. If the teacher gave birth to a child, a statement from the teacher's doctor, or a doctor of the Board's choice, if the Board so desires, may be required to establish the teacher's ability to perform or resume her duties. The cost of such examination shall be borne by the teacher.
4. The period of the leave shall not count as service in the District for any purpose. Any teacher granted such leave who has completed one-hundred and twenty (120) or more days of teaching service in the District in the year such leave is granted shall receive credit for said year for purposes of salary schedule advancement.
5. At the end of a teacher's parent/child rearing leave, the teacher shall have the right to return to employment in the District, provided she/he notifies the Superintendent in writing ninety (90) days prior to the end of any school year that she/he desires to return the following year. If the position she/he left is filled or discontinued, she/he shall be placed in an available position most similar to the one she/he left.
6. A teacher granted parent/child rearing leave may make arrangements during her/his leave to continue group insurance coverage at her/his cost, subject to the insurance policies issued thereunder.
7. To the extent that a teacher's temporary illness or disability under this section also qualifies as a "serious health condition" under the Family and Medical Leave Act and to the extent that the teacher is an "eligible employee" as defined in the Family and Medical Leave Act, the first twelve (12) weeks of the teacher's leave under this Section shall also be construed as Family and Medical Leave Act leave.

K. FAMILY AND MEDICAL LEAVE

The District shall comply with the Family and Medical Leave Act.

L. JURY DUTY LEAVE

A teacher shall experience no loss in pay or paid leave benefits because of jury duty or because the teacher, pursuant to a subpoena issued by the clerk of the court or by a state or federal administrative agency and served upon the teacher, attends as a witness upon trial or as a witness upon a state or federal administrative proceeding or to have his/her deposition taken in any school-related matter pending in court. Teachers required to appear for such jury duty, trial, proceeding or deposition shall immediately provide the Principal with a copy of the jury summons or the subpoena.

M. CCPLO WAIVER

The Cook County Paid Leave Ordinance is hereby waived, and shall not be applicable to the employees in this bargaining unit.

ARTICLE VII

A. SALARY

a. Salary Increase:

1. Bargaining unit members, except those receiving the retirement incentive or remaining in the BA lanes beyond the year of teaching as indicated in the chart in paragraph 2 below, shall receive a flat percentage increase from their prior year’s salary as indicated in the chart below.

SCHOOL YEAR	INCREASE
2026-2027	4.25%
2027-2028	4.25%
2028-2029	4.0%
2029-2030	4.0%
2030-2031	4.0%

2. Bargaining unit members remaining in the BA lanes beyond the year of teaching in the chart indicated below shall only receive a flat one and a half percent (1.5%) annual increase from their prior year’s salary during the term of this Agreement.

LANE	TEACHING YEARS
BA	12
BA 15	18
BA 30	18

Teaching years as the term is used in the above chart is defined as a completed work year counting towards tenure for the work performed and number of days required by the Illinois School Code, 105 ILCS 5/24-11(e), as amended. Teaching years includes the number of years of experience credit granted at the time of hire plus the number of years of service in the District.

b. School Nurse and School Psychologist Compensation:

1. The following employees shall be compensated at their per diem rate for required days worked beyond the 180 day teacher school year as defined in Article VII, Section F:

- A. School Psychologists hired after July 1, 2023; and
- B. School Nurses regardless of year of hire.

2. The salary for School Psychologists employed during the 2022-2023 school year was based upon a 190 day work year and the percentage increase is applied to a 190 work year, therefore, said School Psychologists will not receive extra compensation for the ten (10) additional required work days beyond the 180 day teacher school year as defined in Article VII, Section F.

Salary will be increased for a lane change as indicated in the chart below:

LANE CHANGE	INCREASE
BA to BA 15	\$1,500
BA 15 to BA 30	\$1,500
BA 30 to MA	\$4,500
MA to MA 15	\$2,000
MA 15 to MA 30	\$2,000
MA 30 to MA 45	\$2,000
MA 45 to MA 60	\$2,000

B. PLACEMENT

New hires shall be placed on the new hire salary chart below based upon their education and years of experience. However, the New Hire Salary Chart starting lane will be as follows for Social Workers, Speech Language Pathologists, and Psychologists:

CATEGORY	GRADUATE DEGREE CREDIT HOURS	STARTING LANE
Social Worker	45 graduate credit hours	MA+15
Social Worker	60 graduate credit hours	MA+30
Speech Language Pathologist	60 graduate credit hours	MA+30
School Psychologist	60 graduate credit hours	MA+30
School Psychologist	Doctorate	MA+60

New Hire Salary Chart 2026-2027

Step	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
1	56,287	57,787	59,287	63,787	65,787	67,787	69,787	71,787
2	57,131	58,631	60,131	64,631	66,631	68,631	70,631	72,631
3	57,988	59,488	60,988	65,488	67,488	69,488	71,488	73,488
4	58,858	60,358	61,858	66,358	68,358	70,358	72,358	74,358
5	59,741	61,241	62,741	67,241	69,241	71,241	73,241	75,241
6	60,637	62,137	63,637	68,137	70,137	72,137	74,137	76,137
7	61,546	63,046	64,546	69,046	71,046	73,046	75,046	77,046
8	62,469	63,969	65,469	69,969	71,969	73,969	75,969	77,969
9	63,407	64,907	66,407	70,907	72,907	74,907	76,907	78,907
10	64,358	65,858	67,358	71,858	73,858	75,858	77,858	79,858
11	65,323	66,823	68,323	72,823	74,823	76,823	78,823	80,823

New Hire Salary Chart 2027-2028

Step	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
1	57,694	59,194	60,694	65,194	67,194	69,194	71,194	73,194
2	58,559	60,059	61,559	66,059	68,059	70,059	72,059	74,059
3	59,438	60,938	62,438	66,938	68,938	70,938	72,938	74,938
4	60,329	61,829	63,329	67,829	69,829	71,829	73,829	75,829
5	61,234	62,734	64,234	68,734	70,734	72,734	74,734	76,734
6	62,153	63,653	65,153	69,653	71,653	73,653	75,653	77,653
7	63,085	64,585	66,085	70,585	72,585	74,585	76,585	78,585
8	64,031	65,531	67,031	71,531	73,531	75,531	77,531	79,531
9	64,992	66,492	67,992	72,492	74,492	76,492	78,492	80,492
10	65,967	67,467	68,967	73,467	75,467	77,467	79,467	81,467
11	66,956	68,456	69,956	74,456	76,456	78,456	80,456	82,456

New Hire Salary Chart 2028-2029

Step	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
1	59,136	60,636	62,136	66,636	68,636	70,636	72,636	74,636
2	60,023	61,523	63,023	67,523	69,523	71,523	73,523	75,523
3	60,924	62,424	63,924	68,424	70,424	72,424	74,424	76,424
4	61,837	63,337	64,837	69,337	71,337	73,337	75,337	77,337
5	62,765	64,265	65,765	70,265	72,265	74,265	76,265	78,265
6	63,706	65,206	66,706	71,206	73,206	75,206	77,206	79,206
7	64,662	66,162	67,662	72,162	74,162	76,162	78,162	80,162
8	65,632	67,132	68,632	73,132	75,132	77,132	79,132	81,132
9	66,616	68,116	69,616	74,116	76,116	78,116	80,116	82,116
10	67,616	69,116	70,616	75,116	77,116	79,116	81,116	83,116
11	68,630	70,130	71,630	76,130	78,130	80,130	82,130	84,130

New Hire Salary Chart 2029-2030

Step	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
1	60,615	62,115	63,615	68,115	70,115	72,115	74,115	76,115
2	61,524	63,024	64,524	69,024	71,024	73,024	75,024	77,024
3	62,447	63,947	65,447	69,947	71,947	73,947	75,947	77,947
4	63,383	64,883	66,383	70,883	72,883	74,883	76,883	78,883
5	64,334	65,834	67,334	71,834	73,834	75,834	77,834	79,834
6	65,299	66,799	68,299	72,799	74,799	76,799	78,799	80,799
7	66,279	67,779	69,279	73,779	75,779	77,779	79,779	81,779
8	67,273	68,773	70,273	74,773	76,773	78,773	80,773	82,773
9	68,282	69,782	71,282	75,782	77,782	79,782	81,782	83,782
10	69,306	70,806	72,306	76,806	78,806	80,806	82,806	84,806
11	70,346	71,846	73,346	77,846	79,846	81,846	83,846	85,846

New Hire Salary Chart 2030-2031

Step	BA	BA15	BA30	MA	MA15	MA30	MA45	MA60
1	62,130	63,630	65,130	69,630	71,630	73,630	75,630	77,630
2	63,062	64,562	66,062	70,562	72,562	74,562	76,562	78,562
3	64,008	65,508	67,008	71,508	73,508	75,508	77,508	79,508
4	64,968	66,468	67,968	72,468	74,468	76,468	78,468	80,468
5	65,942	67,442	68,942	73,442	75,442	77,442	79,442	81,442
6	66,932	68,432	69,932	74,432	76,432	78,432	80,432	82,432
7	67,936	69,436	70,936	75,436	77,436	79,436	81,436	83,436
8	68,955	70,455	71,955	76,455	78,455	80,455	82,455	84,455
9	69,989	71,489	72,989	77,489	79,489	81,489	83,489	85,489
10	71,039	72,539	74,039	78,539	80,539	82,539	84,539	86,539
11	72,104	73,604	75,104	79,604	81,604	83,604	85,604	87,604

C. PROFESSIONAL DEVELOPMENT APPROVAL

Courses, workshops and clinics are to be approved by the respective Principal and Superintendent.

Principals may schedule meetings on late start Wednesdays, not to exceed one (1) hour.

The start and end times of District Institute Days will align with teacher workday times established by the Board. On District Institute Days, teachers will be provided a forty-five (45) minute duty free lunch period. Teachers are required to sign in for each workshop session and complete the PD survey in order to receive CPDU credit. Any State and Federal mandated school training is the professional responsibility of the employee to complete by the designated due date. The District will not provide time during contractual hours for such training unless deemed necessary by the District. Provided the training has been made available by the state and federal agencies by July 1, the trainings shall be released no later than August 1.

D. SALARY ADJUSTMENTS

Salary adjustments for lane changes for those teachers earning additional credits shall be made upon receipt of official transcripts for courses completed by August 31 of the school year. Salary adjustments shall be retroactive to the beginning of the school year. Transcripts must be received no later than December 1 for credit in that school year.

Salary schedule credit and horizontal advancement shall apply only to courses successfully completed after the teacher's last highest, earned credit.

In the event a teacher experiences a dock in pay, such dock will be calculated in quarter hour (15 minute) segments.

E. PRIOR EXPERIENCE

The Board will offer a maximum of ten (10) years prior teaching experience credit for newly hired teachers. All teaching experience to be recognized must have been performed under a valid State License. For hard to fill positions, as designated at the discretion of the Superintendent, the Board may recognize up to five (5) additional years of prior teaching experience credit.

F. SCHOOL YEAR

The teacher work year will be based on one hundred eighty (180) work days occurring during the Board-approved school calendar. Work days include student attendance days, e-learning days, four (4) institute days and parent-teacher conferences. Work days do not include holidays, winter, spring or summer breaks or emergency closure days.

The School Psychologist work year will be based on one hundred ninety (190) work days, which includes five (5) business days before the start of school, five (5) business days after the last day of school, and the one hundred eighty (180) work days for all other teachers described above.

The School Nurse work year shall be one hundred eighty (180) teacher work days as described above, and up to five (5) business days before the start of school and up to five (5) business days after the last day of school, as determined and required by the Superintendent or designee.

The District shall hold an abbreviated pupil schedule on the first and last attendance days of the school year. Such days shall consist of a minimum pupil attendance day as defined by the Illinois School Code and Illinois State Board of Education (ISBE). On the first abbreviated pupil attendance day, teachers will be required to remain on site to do such work as may be necessary not to exceed the seven (7) hours and fifteen (15) minutes teacher work day. On the last abbreviated pupil attendance day, teachers will be released at 2:00 p.m. provided all work is completed and all District property is returned to the Building Administrator or designee.

Teacher attendance at Curriculum Night is mandatory.

The school day/teacher workday will be inclusive of the thirty (30) minute duty free lunch. The school day/teacher work day starting time may vary by building or program, but will begin between 7:30 AM and 8:30 AM, and the end of the school day/teacher workday will be seven (7) hours fifteen (15) minutes after the starting time between 2:45 PM and 3:45 PM.

G. PAY PERIODS

All teachers will be allowed the option to receive their pay on a ten or twelve-month basis. Teachers shall be paid every other Friday in 22 (for ten months) or 26 (for twelve months) equal installments unless the payday falls on a school holiday, in which case the teachers shall be paid on the last business day preceding the holiday. The first and last pay periods may need to be adjusted due to the school calendar.

H. HOSPITALIZATION AND LIFE INSURANCE

The Board shall provide each teacher with \$50,000 of term life insurance. The Board shall provide spousal term life insurance in the amount of \$10,000. Hospitalization insurance shall be provided by the Board with the cost of the insurance premium shared by the teacher and the Board as follows:

Insurance Plan Selected	SSBC PLAN HMO Blue Advantage		SSBC High Deductible Plan (PPO HSA)	
	Board Share	Teacher Share	Board Share	Teacher Share
Calendar Year within the duration of this Agreement				
2026	85%	15%	92.5%	7.5%
2027	85%	15%	92%	8%
2028	85%	15%	91%	9%
2029	85%	15%	90%	10%
2030	85%	15%	89%	11%
2031	85%	15%	88%	12%

Those teachers who are not covered by the District insurance plan during the entire yearly insurance plan period, and who submit written certification within thirty (30) days of the end of the District's insurance plan period, December 31st, that they had alternative medical insurance coverage for the insurance plan period through a health insurance plan of a family member or partner will receive a check for out-of-pocket medical expenses for up to \$1,500 within ninety (90) days of the end of the insurance plan period.

Those teachers hired prior to the start of the new school year that are not covered by the District insurance plan during the first 4 months of employment, and who submit written certification within thirty (30) days of the end of the District's insurance plan period, December 31st, that they had alternative medical insurance coverage for the insurance plan period through a health insurance plan of a family member or partner will receive a check for out-of-pocket medical expenses for up to \$500 within ninety (90) days of the end of the insurance plan period.

The written certification required to be submitted to be eligible for the reimbursement shall be a signed affidavit regarding the expenditure of out of pocket medical expenses during the District's insurance plan period along with proof of insurance coverage covering the District's insurance plan period.

Any and all insurance plans or carriers will be selected by the Board.

HSA Contribution

The Board shall annually contribute the following amounts to individual Health Savings Account (“HSA”) for teachers who elect, and are eligible pursuant to IRS rules or regulations, to participate in the HSA health insurance option:

For each school year during the term of the Agreement, the Board shall contribute the following amounts to individual HSA for teachers who participate in the HSA health insurance option:

Single	\$1,800
Employee + Spouse	\$3,400
Employee + Children	\$3,400
Family	\$3,400

Insurance Committee

The Board and Union will establish a joint Insurance Committee to review options to contain or reduce the cost of health insurance coverage. The Committee will be composed of an equal number of representatives from each employee group (teachers, educational support personnel, and administrators). The Union President will name the teacher representatives. The Superintendent will name the administrator representatives. The Union President and Superintendent will collaborate to name the education support personnel representatives.

The Superintendent and Union President will co-chair the Committee and be responsible for scheduling meetings and preparing necessary documentation. The Committee will meet as necessary, but no less than twice per school year. Committee minutes will be maintained and distributed as deemed necessary.

The Committee will have access to all relevant insurance information as allowed by law. The Committee may also utilize individuals, outside of Committee members, as resources in completing Committee work.

Committee recommendations will be made to the Board and Union leadership for review and consideration as necessary. These recommendations may be used by the relevant negotiations teams in future collective bargaining.

I. ADDITIONAL INSURANCE AND TAX SHELTERED ANNUITIES

Additional insurance and/or tax sheltered annuities purchased by the teacher shall be deducted from the teacher’s check upon written authorization. Annually during the month of September teachers may adjust their tax sheltered annuity/additional insurance, etc. Any such adjustment shall remain in effect for the remainder of the school year. Amounts withheld shall coincide with 10 or 12 month pay schedule. No change in insurance coverage, carriers or methods of funding

shall be effective unless approved by the Union and the Board, except as specified in the options set forth above.

J. SHELTER

The Board will pick-up on a before tax basis by reduction from each teacher's salary (as salary is defined by the Teachers' Retirement System) the required member TRS retirement contribution and member THIS contribution, as required by Illinois law, and remit the member contribution to the Teachers' Retirement System of the State of Illinois on behalf of the teacher to be applied for the retirement account of such teacher. The parties intend for teachers' payment of their retirement contributions to be through the "salary schedule reduction method" as defined by the Teachers' Retirement System. Such withholding from teacher compensation will include any and all member contribution required to be paid by the teacher to the Teachers' Retirement System for the account of such teacher.

It is the intent of the parties to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

During District employment onboarding, new bargaining unit employees shall be informed that information about the TRS Supplemental Savings Plan is available on TRS's webpage.

K. MILEAGE REIMBURSEMENT

The Board shall provide mileage reimbursement at the maximum mileage rate approved by the Internal Revenue Service for vehicle travel between school buildings for any teacher who, according to his/her normal schedule as approved by the Administration, must work in more than one building during school hours on the same day or for the attendance at conferences, professional development meetings, or workshops outside the District boundaries. Requests for mileage reimbursement must be submitted no later than June 10 annually or such reimbursements shall be forfeited.

L. DUES AND INDEMNIFICATION

The District shall deduct from each Union member's paycheck the Union dues of each Union member for whom there is a written dues check-off authorization, signed by the Union member, on file with the District. The District shall be provided the dues deduction worksheet each school year.

Dues revocations are processed by the Union. The Union is responsible for notifying the District when dues should no longer be deducted from a Union member's paycheck due to a revocation of membership.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

M. CREDIT UNION

The Board will permit teachers to make credit union contributions by payroll deduction provided the following conditions are met:

1. Teachers desiring credit union deduction shall complete written authorization cards.
2. Such authorization card shall be signed by the teacher and shall specify the amount of the deduction desired.
3. Copies of the authorization cards shall be submitted to the Superintendent and to the Township Treasurer.
4. Teachers shall be permitted to request deductions in any year provided such authorization cards are collected by the Credit Union and submitted by the Credit Union to both the Superintendent and the Township Treasurer together with an alphabetical list of teachers requesting deduction and the amount of each deduction between September 1st and September 30th and between December 15th and January 15th of each year.
5. No increase or decrease in deduction authorization will be permitted nor will any new deduction authorization be permitted after September 30th and after January 15th each year except that a teacher may cancel his/her deduction at any time by submitting a written signed stop authorization to the Credit Union which shall forward same to both the Superintendent and the Township Treasurer.
6. In the event the Township Treasurer begins to charge a fee for this service, the teacher shall have thirty (30) days from the effective date of the notice of the charge to:
 - a. File a stop authorization consistent with (5) above; or
 - b. Pay the charge from individual or group funds.
7. Neither the Board nor the Administration shall be liable for errors in deduction except as to errors in duties ascribed to said Board and Administration above.

N. FLEXIBLE BENEFIT PLAN

The Board shall make available a Flexible Spending Account (“FSA”) (in accordance with Internal Revenue Code Section 125) which will allow pretax payment of medical/dental premiums, pretax payments of qualified medical and dental expenses that are not reimbursed by insurance, and pretax payments of qualified dependent care expenses to teachers who do not select the high deductible health insurance plan. A Limited FSA (in accordance with Internal Revenue Code Section 125) shall be available to teachers choosing the high deductible health insurance plan which will allow pre-tax payments for qualified dental and vision care not covered by a teacher’s high deductible health insurance plan, and pre-tax payments of qualified dependent care. Participation in each option will be voluntary. The Board reserves the right to discontinue the practice of offering an FSA if at any time the Board would incur a penalty from the IRS for doing so.

In the event the number of employees who wish to enroll in a pre-tax flexible spending account falls below the minimum number of enrollees required to maintain the services of a third party administrator to oversee the FSA program, the Board will not be required to make such a plan available to employees.

O. DENTAL INSURANCE

The Board shall make available dental insurance, individual or family coverage, at the teacher’s request. The Board shall pay the full cost of individual coverage, either in-network or out-of-network. The cost of dependent or family coverage shall be the responsibility of the teacher.

P. WELLNESS CLINIC

Teachers participating in the District’s health insurance program are entitled to receive an annual wellness screening at no cost to the teacher so long as the health benefit cooperative continues to offer such screenings at no cost.

Q. TUITION REIMBURSEMENT

Teachers may submit a written request on October 1st of each year of this Agreement for reimbursement of tuition for pre-approved courses, subject to the following:

1. Tuition reimbursement will be provided for courses taken in the Summer of 2026 extending through the Spring of 2031;
2. The course must be a graduate level course provided by an accredited university, unless otherwise approved in writing by the Superintendent;
3. The teacher’s enrollment in the course must be pre-approved, in writing, by the Superintendent. Course approval will be made at the sole discretion of the Superintendent;

4. All courses must be related to the teacher's current professional assignment, unless otherwise approved in writing by the Superintendent;
5. In order to be eligible for tuition reimbursement, the teacher must provide an official grade report from the academic institution verifying that the teacher received a grade of "B" or better, or that the teacher passed a pass/fail course;
6. The teacher must be employed in District 104 at the time the tuition reimbursement is paid;
7. Pre-approval for courses must be submitted the semester prior to the course taken. Submission deadlines are as follows: summer - May 1, fall - September 1, winter - first staff attendance day in January.

The Board will make available for tuition reimbursement the sum of \$30,000 per school year for the duration of this Agreement.

Tuition reimbursement will be made by September 1 after the end of the fiscal year in which transcripts are received. Transcripts are due to the District Office by June 30 of the school year in which the course(s) are taken. All reimbursement requests made during the year will be held until the end of the year, at which time the \$30,000 allocation will be divided by the total number of eligible semester hours submitted in order to determine the reimbursement to be paid to each eligible teacher. ($\$30,000 / [\text{total submitted tuition reimbursement dollar amount}] = \text{reimbursable percentage of dollar amount paid per credit hour submission but not to exceed one hundred percent [100\%] of dollar amount of any per credit hour submission.}$) In the event that all of the available tuition reimbursement funds are exhausted, the Board will have no further obligation to reimburse tuition costs incurred by any teacher in that year. Any unused tuition reimbursement funds that are available at the close of each fiscal year will be retained by the Board and will not be carried over into subsequent fiscal years.

If requested by the Union President, the Superintendent shall meet with the Union President to review reimbursements.

R. RETIREMENT

District Retirement Plan

a. Eligibility

A retirement program shall be available for the duration of this Agreement for the teachers who meet all of the following eligibility criteria at the time of retirement:

- i. Complete at least 20 years of full time teaching service in the District; and

- ii. Be at least 55 years of age with a minimum of 20 years of creditable TRS service (or the teacher will turn 55 years of age within the parameters set by TRS rules and regulations); and
- iii. Eligible to retire and receive a regular pension annuity under TRS rules and regulations; and
- iv. Have filed for participation in the retirement program of TRS with a retirement date of June 30, but no later than June 30, 2035, and
- v. Submitted an irrevocable Letter of Intent to Retire as required below.

b. Procedures

In order to be eligible to participate in this retirement program, a teacher must submit the Irrevocable Letter of Intent to Retire to the Superintendent by October 1 of any year of this Agreement. The teacher's letter of intent must set forth the desired retirement date at the end of a school year not later than June 30, 2035. Teachers otherwise eligible to retire under this program may give less than four years notice and be entitled to the relevant benefits of this program.

Teachers submitting an irrevocable "Letter of Intent to Retire" shall be notified of the Board's decision on their request no later than February 1 of the year the letter was submitted.

c. Benefits

Upon submission of his/her Irrevocable Letter of Intent to Retire, a teacher will be removed from the salary schedule and the Board will pay the teacher a salary equal to a six percent (6%) increase over the prior year's TRS credible earnings inclusive of compensation for extra-pay duties, for a maximum of four (4) years.

A teacher for whom an extra-duty or extra-schedule stipend was part of the teacher's creditable earnings in the school year prior to the school year in which notice is given and who chooses not to perform such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program for each remaining year.

Extra-duty work that is paid hourly shall be included in the earnings to which the 6% increase is applied, with the condition that the teacher continue to match the time commitment involved in such work for the duration of the retirement incentive. If the teacher does not perform such hourly work, then the corresponding

earnings will be subtracted in the same manner as identified in the preceding paragraph.

If extra-duty work paid hourly or by stipend is discontinued by the Board, the teacher shall be permitted to earn the same amount of compensation through other extra duty work, if available, not to exceed the value of the work that was discontinued. If the teacher does not perform such work, then the corresponding earnings will be subtracted in the same manner as identified in the preceding paragraphs.

The parties agree that the Board shall not pay increases of greater than six percent (6%) of teacher's TRS credible earnings for the prior year.

The Board shall report to TRS the teacher's accumulated and unused sick leave. (Teachers should take note that as of the date of this agreement, TRS will accept up to 340 days of sick leave to equal up to 2 years of service credit at the rate of 1/170 for each sick leave day.)

The Board shall compensate retiring teachers for unused sick leave, not taken to TRS for retirement service credit, at a rate of forty dollars (\$40) per unused sick day up to 360 days. This payment will be made after the effective date of the teachers' retirement.

S. EXTRA DUTIES / STIPEND POSITIONS

Extra Duty and Stipend Approved Positions identified below shall not be offered to non-bargaining unit employees except in the case of no qualified teacher applicant. All positions not currently held by teachers in the retirement incentive will be treated as vacant at the conclusion of each school year, with teachers able to reapply for such positions annually. If a vacancy occurs, or a new Extra Duty and Stipend Approved Position is created, the vacancy will be e-mailed to the Union President and Union Secretary for distribution as they see fit. The Board is under no obligation to offer all/any Extra Duty and Stipend Approved Positions.

1. COMPENSATION:

Pay for Extra Duty Positions other than coaching stipend positions identified in this Agreement shall be at the After Hours rate identified in Article VII, Section T.

The stipend paid to coaches for coaching a sport for the entire sport season shall be:

	2026-27	2027-28	2028-29	2029-30	2030-31
Head Coach	\$4,700	\$4,800	\$4,900	\$5,000	\$5,100
Assistant Coach	\$3,525	\$3,600	\$3,675	\$3,750	\$3,825

Coaching stipends include compensation for participation in the annual state playoffs as well as the extra practice time needed to prepare for and compete in the state playoffs.

2. STIPEND PAY DEDUCTIONS:

Absence from Practice or Games. Coaches will not be paid for any practice or game they do not attend during the season. Head coaches will be docked \$35 per day for each absence. Assistant Coaches will be docked \$25 per day for each absence.

Failure to Complete the Season. The Coaching stipend will be prorated if a coach resigns, is suspended, or terminated during the coaching season or is otherwise unable to complete the coaching duties for the season.

3. PAYMENT METHOD:

Coaching stipends shall be paid in full with the first payroll following the conclusion of the respective season.

Hourly duties shall be paid with the regular bi-weekly payroll.

Hourly Extra Duty Assignment and coaching stipend position holders must log hours in accordance with the payroll recordkeeping requirements identified in Article VII, Section W, Payroll Recordkeeping.

4. EXTRA DUTY & STIPEND APPROVED POSITIONS:

- a. After-school Academic Programs are offered District-wide and are Board approved.
- b. After-school sports programs are Board approved and offered to students as determined by the Board.
- c. After School Clubs are created by teachers and approved by the building administrator.

5. COACHING PROFESSIONAL DEVELOPMENT

After a Coach is hired, the Athletic Director may require a Coach to attend professional development or training. If required, the Coach will be paid the After Hours rate for attending same.

T. AFTER HOURS RATE

Any approved work hours outside of the contractual work day, including but not limited to District, school, or committee work or activities not otherwise listed, shall be paid at the After Hours Rate of forty-four dollars (\$44.00) per hour.

U. FIELD TRIP PAY

A teacher shall be reimbursed for field trips occurring before or extending beyond the contractual work day or occurring on a weekend at the rate of forty-four dollars (\$44.00) per hour, not to exceed one hundred forty dollars (\$140) per day.

V. MENTOR PROGRAM

Newly hired teachers without prior teaching experience shall be required to participate in the District 104 Mentoring Program. Mentors mentoring newly hired teachers without prior teaching experience are expected to complete the following on a school year basis: 1) meet once per week with the mentee; 2) attend four (4) mentor meetings; and 3) conduct one (1) observation prior to the mentee's first Administrative observation.

Newly hired teachers with prior teaching experience may be required by the District to participate in the District 104 Mentoring Program. Mentors mentoring mentees with prior teaching experience are expected to complete the following on a school year basis: 1) meet with mentee on a biweekly basis or as needed; 2) host three (3) meetings after school; and 3) conduct one (1) observation prior to the mentee's first Administrative observation.

All mentees and mentors are required to attend the new teacher orientation program. Mentors and Mentees required to attend all or parts of the new teacher orientation program will be paid the After Hours rate.

The Mentor Program Coordinator shall be paid \$1,600 per year.

Teacher mentors of a mentee without prior teaching experience shall be paid \$900 per year.

Teacher mentors of a mentee with prior teaching experience shall be paid \$550 per year.

In the event the District elects not to employ two (2) District Mentor Program Coordinators, the annual stipend to the single Mentor Program Coordinator will be \$3,200.

The Mentor stipend will be paid in two equal installments, the first being the first payroll of December and the second being the last payroll of May.

The District reserves the right to evaluate, review and adjust the mentoring program. In the event of any structural changes to the mentoring program, the District will meet with the Union to inform them of any changes. Any proposed changes that directly affect the Agreement's terms of the mentor program require the mutual agreement of the parties.

W. PAYROLL RECORDKEEPING

Bargaining unit members shall log in and out of the District's time clock system for:

- 1) Hourly paid extra duties including morning and afternoon supervision,
- 2) Missed preparation periods,

- 3) Lunch duty, and
- 4) Any after school paid extra duties.

X. ADVANCED NBCT CERTIFICATION COMPENSATION

Teachers who earn and maintain certification as a National Board Certified Teacher (NBCT) will receive a \$1,000 annual stipend payable on the first payroll of December beginning in the school year that the teacher submits to the Superintendent proof that the NBCT certification was earned, as long as the work necessary to be certified was completed by August 31 of that year and proof submitted to the District by December 1 of that year. The annual stipend will cease if the NBCT certification is not maintained.

ARTICLE VIII

A. DURATION

This Agreement shall be effective on the 1st day of July, 2026 and until the 30th day of June, 2031, and shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no later than March 1st prior to the annual anniversary date of the Agreement, or unless the Union is decertified pursuant to the provision of law. In the event of such notice to modify, change, amend or terminate this Agreement, negotiations shall begin no later than May 1st prior to the annual anniversary date of this Agreement, or on such date as the parties may agree. This Agreement shall remain in full force and effect during the period of negotiations.

This Agreement supersedes the prior Agreement for the month of July 2026.

B. SAVINGS CLAUSE

In the event any provision of this Agreement is subsequently declared illegal in a court of competent jurisdiction, such provision shall be struck from this Agreement to the extent to which it is found illegal. Any deleted Article, Section or Clause shall automatically be renegotiated, upon written notice to the other party. All other provisions of this Agreement shall continue in full force and effect.

C. AUTHORITY OF BOARD

The benefits of any and all decisions and conclusions the Board may reach after having negotiated with the Union shall apply equally to all of the teachers in the bargaining unit. Should negotiations fail to result in mutual agreement, the decision of the Board shall be final. The above is meant to be declaratory by law, and in no way precludes or discourages the use of impasse-resolving procedures when negotiations have not resulted in mutual agreement.

D. NO STRIKE

During the term of this Agreement, the Union agrees not to strike, not to engage in work stoppage and not to picket, any of which of the foregoing in any manner would tend to disrupt the operation of any public school in School District 104, or the Administrative Offices of the Board.

E. CONTRACT SUPERIORITY

Any previously adopted policy, rule or regulation of this Board or Administration which is in conflict with this Agreement, shall be superseded and replaced by this Agreement.

F. TORT IMMUNITY

The Board shall provide all teachers indemnification and protection against claims and suits in accordance with the applicable provisions of the Illinois School Code (105 ILCS 5/) and the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1-101, et seq.)

G. BOARD RIGHTS

The Union recognizes that the Board has full authority and responsibility under the law of the State of Illinois for making decisions as to the employment, tenure, discharge, assignment, transfer or promotion of any of its employees as well as the formation and execution of educational policy.

H. SUPREMACY OF LAW

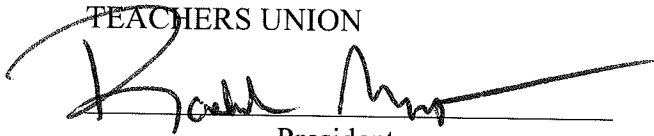
The Board and the Union recognize, understand, and agree that the Board cannot enter into any agreement that impairs the authority vested in the Board by law, and that the provisions of any collective bargaining agreement negotiated by the Board with the Union cannot conflict with the provisions of the Constitution of the United States, or the Constitution of the State of Illinois, the United States Code, the Illinois School Code and other pertinent statutes of the State of Illinois, the rules and regulations of the Superintendent of Public Instruction, and the legal opinions of the Attorney General of the State of Illinois.

I. REGULATORY BOARDS, ASSOCIATIONS, AGENCIES

The Union recognizes that in the operation of the schools, the Board is governed by the policies, regulations and criteria for approval, recognition and accrediting of schools promulgated by the State Superintendent of Education of the State of Illinois, the Regional Superintendent of the Educational Service Region of Cook County, the North Central Accrediting Association and Federal Agencies whenever and wherever applicable.

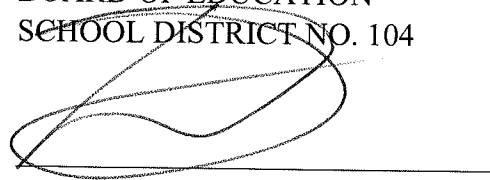
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted this 10th day of February 2026, as evidenced by the signatures of their respective officers affixed below.

ARGO-SUMMIT COUNCIL
OF THE WEST SUBURBAN
TEACHERS UNION




President

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 104

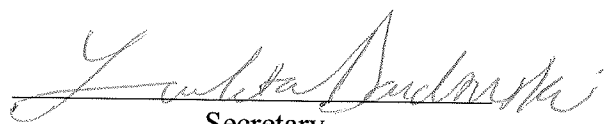


President

ATTEST:



Secretary



Secretary