

Memorandum of Understanding

Between

The Board of Education of Pleasant Valley District 62
and

The Pleasant Valley Federation of Teachers and Custodians, AFT-IFT Local 6423

The Board of Education of Pleasant Valley District 62 ("Board") and the Pleasant Valley Federation of Teachers and Custodians, AFT-IFT Local 6423 ("Union") enter into this Memorandum of Understanding ("MOU").

The parties agree to the following facts:

- The parties are currently operating under the terms and conditions set forth in the 2019-2022 Collective Bargaining Agreement ("CBA")
- The parties equally desire to extend the current CBA to incorporate the 2022-2025 academic years.
- Nothing in this MOU alters the terms and conditions agreed to by the parties, except as explicitly stated within this document.

Therefore, it is agreed:

1. The CBA current expiration date of June 30, 2022 shall be waived and the CBA shall have an expiration date of June 30, 2025.
2. All Sections and Articles of the CBA shall be in effect from July 1, 2022 through June 30, 2025 unless explicitly modified in this agreement.
3. Appendix A (Certified Salary Schedules) expires at the end of the academic year listed on each salary schedule. The Salary Schedule for academic years 2022-2023 through 2024-2025 is attached to this MOU.
4. The Salary Schedule for 2022-2023 through 2024-2025 shall remain the same for each year of the agreement.
5. Steps will be renumbered at the start of the 2022-2023 school year using the following procedures:
 - a. Step 0 will be renumbered as Step 1
 - b. All steps will be increased by one digit (i.e. Step 12 will become Step 13)
 - c. All certified staff will have one year added to their step number from the previous year prior to receiving the step in #6 below (ex: a Teacher on Step 12 in 2021-2022 will be considered as Step 13 for 2022-2023 before receiving the step benefit in #6 below)

6. All certified staff on schedule will receive a step in each year of this MOU.
7. Article 9, Section 7 (Salaries) of the existing CBA shall have the following sentence suspended for the duration of this agreement: **“Full-time teachers with 11 or more years of experience shall receive a longevity payment of \$125 in addition to the salary set forth in Appendix A-1.”**
8. All certified staff not on schedule will receive a four percent (4%) increase for the 2022-2023 academic year. For each additional year of this MOU, certified staff not on schedule shall receive an increase of seven hundred dollars (\$700) per year.
9. For all certified staff, on schedule and off schedule, The District will assume responsibility for the employee contribution to the Teachers Retirement System of Illinois (TRS) based on the following schedule:
 - a. 2022-2023 three percent (3%)
 - b. 2023-2024 an additional three percent (3%), for a total of six percent (6%)
 - c. 2024-2025 an additional three percent (3%), for a total of nine percent (9%)
10. District contributions to TRS are additional to wages listed on the salary schedules attached to this document.
11. All support staff will receive a wage increase of one dollar (\$1.00) for each year of this MOU. Such wage increases will occur on September 1 of the academic year.
12. The Extra Duty Wage Schedule shall not have any increase for each year of this MOU, but extra duty longevity and experience will be granted to coaches and sponsors on the extra duty schedule.
13. Any reference to an Article or Section in the CBA expiring upon the end of the contract shall be extended for the duration of this MOU.

This Memorandum of Understanding shall be effective beginning July 1, 2022 and shall expire on June 30, 2025.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding by signature of all parties below.

Dated: August 11, 2022


Pleasant Valley District 62
Board of Education

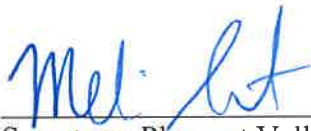

President, Board of Education


Secretary, Board of Education

Dated: August 11, 2022

Pleasant Valley Federation of Teachers and
Custodians


President, Pleasant Valley Federation of
Teachers and Custodians
AFT-IFT Local 6423


Secretary, Pleasant Valley Federation of
Teachers and Custodians
AFT-IFT Local 6423

Memorandum of Understanding

The Board of Education of Pleasant Valley School District #62
and
The Pleasant Valley Federation of Teachers Local #6423

The Board of Education of Pleasant Valley School District #62 ("Board" or "District") and the The Pleasant Valley Federation of Teachers Local #6423 ("Union") enter into this Memorandum of Understanding ("MOU") to define terms and conditions surrounding a Special Education stipend.

The parties agree to the following statements of fact:

- The Union is the exclusive bargaining agent of all employees listed in Section 1.2 of the Collective Bargaining Agreement (the "CBA") at the District
- The parties currently operate under the 2019-2022 Collective Bargaining Agreement ("CBA")
- The parties have not negotiated a successor Collective Bargaining Agreement
- The District wishes to provide a one-time stipend to ensure full staffing levels for the 2022-2023 school year
- The stipend is time-sensitive and needs to be implemented before a successor Collective Bargaining Agreement can be negotiated to completion
- Nothing in this MOU alters the terms and conditions within the current CBA, except as explicitly stated within this document
- This MOU is non-precedential and shall not be used in consideration of future agreements

Therefore, the parties agree to the following language regarding Special Education:

- The District shall provide a one-time bonus for any and all teachers employed by the District who teach Special Education for the 2022-2023 School Year
- Teachers are eligible for one and only one stipend by under the following conditions:
 - Current Special Education staff who remain in Special Education are eligible
 - Current Regular Education staff who are assigned Special Education are eligible
 - Newly hired staff who work in Special Education are eligible
 - Current staff not assigned or teaching Special Education are not eligible
 - Newly hired staff who are not assigned to Special Education are not eligible
- Any current staff member moving to Special Education shall also receive reimbursement for coursework necessary to obtain an LBS1 endorsement through a District Approved program
- Such reimbursement shall not count against the tuition reimbursement provisions outlined in Section 9.3 of the current CBA
- Teachers shall be responsible for any licensure fees required to be fully endorsed to teach Special Education

Memorandum of Understanding

- Stipend shall be paid to eligible staff in three equal installments of one thousand dollars (\$1,000) each
 - August 30, 2022 paycheck
 - December 15, 2022 paycheck
 - May 30, 2023 paycheck
- Stipend shall be considered creditable earnings and reported to the Teachers Retirement System of Illinois (TRS) as such
- Stipend is not cumulative and will not be incorporated into base salaries when determining raises in future years
- For any teacher in a Retirement Incentive Plan prior to receiving the stipend, the stipend will be paid post-retirement to avoid any liabilities for the District

Additionally, the parties agree to the following language regarding Regular Education:

- Any teacher not eligible for a stipend mentioned in the above section shall be eligible for a stipend of one thousand dollars (\$1,000) subject to the conditions within this section
- Teacher must be employed full time by the District for the 2021-2022 and 2022-2023 school year
- Stipend shall be paid to eligible staff in totality on the September 15, 2022 paycheck
- Stipend shall be considered creditable earnings and reported to the Teachers Retirement System of Illinois (TRS) as such
- Stipend is not cumulative and will not be incorporated into base salaries when determining raises in future years
- For any teacher in a Retirement Incentive Plan prior to receiving the stipend, the stipend will be paid post-retirement to avoid any liabilities for the District

Memorandum of Understanding

This Memorandum of Understanding shall be effective immediately upon execution by the authorized representatives as set forth below. This Memorandum of Understanding shall expire on September 1, 2022 at 11:59 PM. However, this Memorandum of Understanding is still enforceable until all current bargaining unit members have received their stipend and/or course reimbursement.

In Witness Whereof, the parties hereto have executed this Memorandum of Understanding by signature of all parties below.

Dated: August 11, 2022

Pleasant Valley District 62
Board of Education

Paul J. Smith
President, Board of Education

[Signature]
Secretary, Board of Education

Dated: August 11, 2022

Pleasant Valley Federation of Teachers
AFT-IFT Local 6423

Kayla Funk
President, Pleasant Valley Federation of Teachers

TABLE OF CONTENTS

Section 1	Parties to Agreement; Recognition	1
	1.1 Parties	1
	1.2 Recognition	1
Section 2	Negotiation Procedures	1
	2.1 Duty to Bargain	1
	2.2 Negotiation Communication	2
	2.3 Meetings	2
	2.4 Agreements	2
	2.5 Impasse	3
	2.6 No Strike	3
	2.7 Bargaining Guarantee	3
	2.8 New Employees	3
Section 3	Non-Discrimination	3
Section 4	Deduction of Union Dues	4
	4.1 Deduction of Dues	4
	4.2 Fair Share Fees	4
Section 5	Grievance Procedure	5
	5.1 Definitions	5
	5.2 Procedure	5
Section 6	Other Union Benefits	8
Section 7	Working Conditions	9
	7.1 Job Assignments	9
	7.2 School Year	10
	7.3 School Day – Certified Staff	10
	7.4 District Events – Certified Staff	10
	7.5 Absence Reporting	11
	7.6 Work Day – Custodians	11
	7.7 Planning Time – Certified Staff	11
	7.8 Internal Substitution / Overloads – Certified Staff	11
	7.9 Job Openings – Certified Staff	11
	7.10 Job Openings – Custodians	12
	7.11 Certified Staff Seniority	12
	7.12 Determination of Staff Seniority	12
	7.13 Seniority List	12
	7.14 Personnel Files	12
	7.15 Evaluation of Teachers	13
	7.16 Discipline	13
	7.17 Health & Safety	13
	7.18 Probationary Period – Custodians	14
Section 8	Leaves	14
	8.1 Sick Leave	14
	8.2 Bereavement Leave	15

	8.3 Sabbatical Leave	15
	8.4 Personal Leave	16
	8.5 Religious Holidays	17
	8.6 Court Duty	17
	8.7 Military Service Leave	17
	8.8 Child-Rearing Leave	17
	8.9 Leave of Absence Without Pay	18
	8.10 Family and Medical Leave	18
	8.11 Vacation – Custodians	20
	8.12 Holiday Pay – Custodians	20
Section 9	Salary and Fringe Benefits	21
	9.1 Medical and Dental Insurance	21
	9.2 Life Insurance	22
	9.3 Tuition Reimbursement – Certified Staff	22
	9.4 Professional Development/Workshops – Certified Staff	23
	9.5 TRS / IMRF Shelterability	24
	9.6 Retirement Incentive Plan – Certified Staff	24
	9.7 Salaries	25
	9.8 Payments of Salaries	26
	9.9 Compensation for Extracurricular Activities – Certified Staff	27
	9.10 Remedial Tutoring Program – Teachers	27
	9.11 Mileage Reimbursement	27
	9.12 Homebound Tutoring - Teachers	27
	9.13 Saturday Detention Pay – Certified Staff	27
Section 10	Reduction-in-Force and Recall Procedures for Certified Staff	27
Section 11	Reduction in Force and Recall for Custodians	28
Section 12	Effect of Agreement	28
	12.1 Partial Invalidity	28
	12.2 Exclusive Representative	28
	12.3 Governing Law	29
	12.4 Management Rights	29
Section 13	Term of Agreement	29
Appendix A	2019-2020 Certified Salary Schedule	30
	2020-2021 Certified Salary Schedule	31
	2021-2022 Certified Salary Schedule	32
Appendix A-2	Custodial Hourly Wages	33
Appendix B	Extra Curricular Schedule	34
Appendix C	Salary Notification	35

SECTION 1 - PARTIES TO AGREEMENT; RECOGNITION

1.1 – Parties

This Collective Bargaining Agreement is made by and between the Board of Education of PLEASANT VALLEY SCHOOL DISTRICT NO. 62, Peoria County, Illinois (“the Board” or “the School District” hereinafter) and PLEASANT VALLEY FEDERATION OF TEACHERS, LOCAL 6423 IFT/AFT/AFL-CIO, (“the Union” hereinafter) and shall cover the period from July 1, 2019 to June 30, 2022.

1.2 – Recognition

- 1.2.1 The Board of Education, Pleasant Valley School District No. 62, hereinafter referred to as “the Board,” or “the School District” recognizes Pleasant Valley Federation of Teachers, Local 6423, IFT-AFT/AFL-CIO, hereinafter referred to as “Union,” as the exclusive agent for the following bargaining unit: All full-time and regularly employed part-time certified teaching personnel, counselors, full-time and part-time custodians.
- 1.2.2 Special Education teachers employed by SEAPCO, Bright Futures Teachers, administrative personnel, and all managerial, supervisory, confidential, and short term employees as defined by the Illinois Educational Labor Relations Act are excluded from the bargaining unit.
- 1.2.3 Part-time teachers shall receive benefits, including sick and personal days, on a pro-rata basis unless specified otherwise in this Agreement.

SECTION 2 – NEGOTIATION PROCEDURES

This Section of the Agreement specifies the negotiation process between the Union and the Board on those items which are included in the subjects of bargaining, as specified in this Section.

2.1 – Duty to Bargain

- 2.1.1 The Board and the Union have the authority and duty to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by the parties.
- 2.1.2 The Board shall not be required to bargain over matters of inherent managerial policy, which shall include, but not be limited to, such areas of discretion or policy such as the functions of the Board, standards of services, its overall budget, the organizational structure, the selection of new employees and the direction of employees. The Board shall, however, be required to bargain collectively with regard

to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon, upon request by Union representatives.

2.2 – Negotiation Communication

All requests from the Union for communication with the Board regarding matters which are included in this Agreement shall be channeled through the Superintendent or if he or she is not available, the Principal. All requests from the Board for communication with the Union regarding matters which are included in this Agreement shall be made through the Superintendent or his or her designated representative to the President of the Union. If the President of the Union is not available, the communication shall be made to the Vice President of the Union, or if he or she is also not available, to the Secretary of the Union, and if he or she is also not available, to the Treasurer of the Union.

2.3 – Meetings

- 2.3.1 If negotiations are requested by either party for a successor agreement on any of the items included in this Agreement, such negotiations shall begin not later than 60 days after receipt of a written request to bargain, unless both parties agree to an alternate date.
- 2.3.2 Meetings shall be held as necessary at times and places agreed to by both parties.
- 2.3.3 The Labor Management Relations Committee (LMRC) will meet in September, January, and May each school year. The Committee shall meet at such other times as the parties may agree. Both parties may have up to four members. At least one of the Management representatives may be a Board member. The purpose of the LMRC shall be to maintain an open communication between the parties and to discuss medium and long term issues affecting labor relations. The parties recognize that the LMRC shall not be a substitute for addressing issues through the chain of command. The Union and the Administration shall prepare an agenda which shall be exchanged in advance of each meeting. Only items on the agenda shall be discussed unless both parties consent to the discussion of additional items.

2.4 – Agreements

- 2.4.1 During negotiations, tentatively agreed-upon material shall be prepared for the Board and the Union and initialed prior to the adjournment of the meeting at which such agreement was reached, or at the next meeting.
- 2.4.2 When the Union and the Board have reached tentative agreements on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the members of the Union for ratification and to the Board for approval.

2.5 – Impasse

- 2.5.1 If agreement is not reached, either party may declare to the other in writing that an impasse exists and request the appointment of a mediator, under the rules and regulations pertaining to mediation in the Illinois Educational Labor Relations Act.
- 2.5.2 When an impasse has been declared, the parties shall request that the Federal Mediation and Conciliation Service appoint a mediator from its staff. The mediator shall have the authority to confer separately and jointly with parties, to review pertinent data and to make recommendations for settlement, provided however that neither the mediator nor the parties shall make public the findings of fact or the recommended terms of settlement.
- 2.5.3 The mediator shall not issue a written report of any kind unless both parties agree to such a report. During mediation, both the Board and the Union agree to keep confidential all recommendations and reports, if any, made by the mediator, including offers by either party.

2.6 – No Strike

- 2.6.1 The Union agrees that there shall be no strike or withholding of services during the term that this Agreement is in full force and effect, or during any mutually agreed upon extension hereof.
- 2.6.2 The Board shall have the right to discipline any staff member for taking part in any illegal strike.
- 2.6.3 The Union shall not sanction or encourage any strike or withholding of services which would violate this Agreement.

2.7 – Bargaining Guarantee

The Board agrees that no changes in working conditions which are not provided for within the terms of this Agreement and which are within the scope of negotiations under Illinois law will be made except after negotiations and after consulting with the Union.

2.8 – New Employees

The Board shall notify the Union of all new hires in bargaining unit positions within ten (10) working days of Board action.

SECTION 3 – NON-DISCRIMINATION

Neither the Board nor the Union shall discriminate, interfere, restrain, coerce or harass any employee because of Union membership or Union activity or because of a lack thereof. Neither of the parties hereto shall discriminate against any employee on account of race, color, creed, religion, national origin, sex, age, sexual orientation, ancestry, marital status, arrest record, military status, physical and/or mental handicap.

SECTION 4 – DEDUCTION OF UNION DUES

Section 4.1 – Deduction Of Dues

- 4.1.1 The Board shall deduct union dues from the pay of those employees for whom the Union has provided to the Board an authorization, signed by the employee for such deduction. The Union shall certify the amount to be deducted as dues prior to September 1 each year, and shall be responsible to certify that the dollar amount to be deducted for each employee is the accurate figure reported for their organization. If any Union member resigns from their membership in the Union, the Union President shall promptly notify the Superintendent in writing. All dues deducted by the Board shall be remitted to the Union promptly following each pay period in which deduction is in effect. If requested by the Board, the Union shall sign the necessary documents to have the dues deducted by the School District remitted to the Union by direct deposit or electronic funds transfer.
- 4.1.2 The dues shall be deducted in an equal amount beginning with the first payroll check in September and ending with the twentieth payroll check thereafter.
- 4.1.3 A member of the bargaining unit shall be entirely free to join or abstain from joining the Union.
- 4.1.4 The Union shall indemnify and hold harmless the Board, its members, officers and agents from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including claims that the Union is using a portion of the dues for political action, that shall arise out of or by reason of any action taken by the Board, its members, officers or agents for the purpose of complying with the above provisions of this Section or in reliance on any list, notice, certification, affidavit, assignment, or dues deduction authorization furnished by or on behalf of the Union under any such provisions.

SECTION 5 – GRIEVANCE PROCEDURE

5.1 – Definitions

- 5.1.1 Grievance. A grievance shall mean a claim that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- 5.1.2 Grievant. A grievant shall mean any member of the bargaining unit as specified in Section 1.2.1 of this Agreement, or the Union.

5.2 – Procedure

- 5.2.1 All time limits shall consist of school days, except when a grievance is submitted less than 7 days before the close of the current school term or during the summer vacation period, in which case the time limit shall consist of calendar days, so that the matter can, if possible, be resolved promptly.
- 5.2.2 All grievance time limits shall be followed except by written mutual agreement of the parties.
- 5.2.3 Failure of the grievant to act upon any grievance within the prescribed time limits will bar any further appeal. Failure of an administrator to respond to the grievance within the stated time lines will allow the grievant to appeal to the next step of the grievance procedure.
- 5.2.4 It is the intention of the parties to promptly address grievances and to attempt to resolve them at the earliest possible step. The parties may mutually agree in appropriate cases to bypass any step or steps of the grievance procedure.
- 5.2.5 Class grievances involving more than one teacher shall be initially filed by the Union at Step 3.
- 5.2.6 An attempt shall be made by the employee or the Union to resolve any grievance through informal verbal communication between the employee and his or her immediate supervisor. The informal conference shall be held as soon as practical after the occurrence giving rise to the grievance.
- 5.2.7 Step 1: If the grievance is not resolved informally, then the employee or the Union shall present the grievance in writing to the employee's immediate supervisor. The grievance shall be on a form mutually developed by the Board and the Union and shall specify the article and clause of the Agreement alleged to have been violated and the remedy requested by the grievant. The grievance must be filed within 20 days from the occurrence giving rise to the grievance. Upon receipt of the grievance, the supervisor shall indicate in writing the date of its filing, and shall return a copy to the grievant. The affected employee's immediate supervisor shall arrange for a meeting to take place with the grievant within 10 days after receipt of the grievance. The supervisor shall provide a written answer to the grievant within 10 days after the scheduled meeting. The administration and the union may mutually agree that any written grievance filed may be administered initially at Step 2.

- 5.2.8 Step 2: If the grievance is not resolved at Step 1, the union may refer the grievance, in writing, to the Superintendent or his or her official designee, within 10 days after the receipt of the answer to Step 1. Upon receipt of the grievance, the Superintendent or his or her designee shall indicate in writing the date of its receipt and shall return a copy to the grievant and the union. The Superintendent or his or her official designee and the Union shall arrange for a meeting to take place within 10 days after his or her receipt of the appeal. The Superintendent or his or her designee shall provide a written response within 10 days of the meeting.
- 5.2.9 Step 3: If the grievance is not resolved at Step 2, the Union may submit a written appeal to the School Board within 10 days after receipt of the answer to Step 2. The Union may submit with the appeal any documents or other written material which they wish to have the Board consider in connection with the appeal. Upon receipt of the appeal, the Superintendent or his or her official designee shall indicate the date of its receipt and shall return a copy to the party who filed the appeal. Provided that the written appeal is received by the Superintendent at least 5 school days prior to the regular monthly Board meeting, the Board shall review the appeal at such meeting. If the written appeal is received less than 5 school days prior to the regular monthly meeting, the Board shall review the appeal at its regular meeting the following month. The grievant and/or the Union representative may appear at the Board meeting and may address the Board to present facts which they believe support their grievance. The grievant may have a Union representative present during the time that he or she is addressing the Board. The Board shall provide a written response to the grievant and to the Union President within 10 working days of the meeting at which the Board reviews the appeal.
- 5.2.10 If the Union is not satisfied with the disposition of the grievance at Step 3, or the time limit expires without a response from the School Board, the Union may submit the grievance in writing to the Illinois Education Labor Relations Board (IELRB) for binding resolution under the Voluntary Labor Arbitration Rules of the IELRB. If the Union submits the grievance to the IELRB, it shall request a list of arbitrators from the IELRB. If the Board and the Union are unable to agree on the selection of an arbitrator from the list, an arbitrator shall be chosen by the parties alternately striking names from the list until only one name remains. The Union shall strike the first name, the Board shall strike the second, and the parties shall continue to alternate striking in that order. If a request for such a hearing is not filed within 10 days after the date of the answer at Step 3, the grievance shall be deemed withdrawn and the decision of the School Board shall be considered final and binding on all parties.
- 5.2.11 Before the arbitrator, neither the Board nor the Union shall be permitted to assert any grounds in support of its position, nor to offer any evidence, unless such grounds or evidence have previously been disclosed to the other party.
- 5.2.12 The arbitrator shall act in a judicial, and not a legislative, capacity. The arbitrator shall not, in his or her decision, amend, modify, nullify, ignore, add to or subtract

from the provisions of this Agreement. His or her authority shall be strictly limited to deciding only the issues presented to him or her in writing by the Board and the Union, and his or her decision must be based upon his or her interpretation of the meaning or application of the expressly relevant language of this Agreement.

- 5.2.13 A member of the bargaining unit who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- 5.2.14 The Board acknowledges the right of a grievance representative to participate in the processing of a formal grievance at any level once the grievance is reduced to writing. No member of the bargaining unit shall be required to discuss any grievance if he or she desires the presence of a representative and the representative is not present.
- 5.2.15 A grievance may be withdrawn at any level without establishing precedent.
- 5.2.16 Each party shall bear the full cost for its legal representation in the grievance procedure.
- 5.2.17 Each party shall share equally the cost of the arbitrator and the IELRB. If either party requests a transcript of the proceedings, that party shall bear full cost of the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

SECTION 6 – OTHER UNION BENEFITS

- 6.1 The Union may use reasonable space on the existing bulletin boards in the teachers' lounges at the Middle School, and the Elementary School. The items posted by the Union shall not contain any material which supports or advocates a specific candidate or candidates, or a specific political party, or is discriminatory or defamatory in nature. The Union shall provide the building principal and the Superintendent with copies of all materials prior to their posting.
- 6.2 The Union shall provide all new employees with a copy of the most current collective bargaining agreement between the Union and the Board.
- 6.3 The Union shall be allowed to meet with members of the bargaining unit prior to and after regular work hours and at lunch times at a place or places designated by the building principal or the Superintendent.
- 6.4 The Board Secretary shall provide an information packet to the President of the Union prior to each regular School Board meeting. The information packet shall include the agenda, the official minutes of open session Board meetings, and when such items are included in the packets distributed to the Board members, the annual auditor's report, the current fiscal year budget, and a copy of current fund balances. The Union shall not be given any information regarding matters which will be

discussed in closed session, information which would violate any statute, or any information which would unfairly infringe on a person's right to privacy.

- 6.5 The Union, upon request, shall be provided pertinent information regarding the names and wage rates of members of the bargaining unit.
- 6.6 The Union agrees to indemnify, defend and save the School Board harmless from any and all claims arising out of the use of School mails to deliver Union mail and announcements. The Union shall not send through the School mails or e-mail any items which contain any material in which it supports or advocates a specific candidate or candidates or a specific political party, or is discriminatory or defamatory in nature. The Union shall make certain that all e-mails and attachments which it sends through the School's e-mail system have been properly scanned for viruses, and the Union shall at all times comply with the terms and provisions of the School District's Acceptable Use Policy regarding the use of the Internet.
- 6.7 The Union may, with the prior approval of the School District, use District buildings for Union meetings.
- 6.8 The President of the Union or his or her designee shall collectively be allowed a leave of absence for a total of up to 3 days during the school year to attend Union seminars or conferences. Requests for such leave shall be made at least ten working days prior to the requested leave date or dates. The Superintendent shall promptly respond to such a request for leave. The Superintendent may deny a request for such leave if granting the request would result in more than two teachers being absent on personal or Union leave on the same day, and the granting of such leave shall be subject to the District obtaining a substitute teacher to cover the teacher's absence. All requested leave shall be granted on a first come, first served basis. The leave may not be taken immediately before or after a school holiday, during the first or last ten days of the school year, or on in-service or school institute days.

SECTION 7 – WORKING CONDITIONS

7.1 – Job Assignments

- 7.1.1 For purposes of this Agreement, a "Job Assignment" shall mean an employee's teaching responsibility with regard to the grade level and/or the subject area of certification.
- 7.1.2 Teachers shall be notified of their Job Assignments for the next school year, including the grade level, and, if applicable, the subject area for the school year not later than August 1 preceding the start of the school year. The Superintendent may, in his discretion, make changes in Job Assignments as may be necessary due to changes in enrollment or the death, illness, extended leave or resignation of one or more employees which occurs after the original Assignments were made, and shall

promptly notify any affected employees and the Union of such changes. An employee who does not wish to accept his or her Job Assignment shall be allowed to resign by giving written notice within 5 working days of the date of notification. A teacher who does not give such written notice within the 5 day period shall be deemed to have accepted his or her Job Assignment.

- 7.1.3 Custodians shall be notified in writing of their wage rate and position classification. A copy of the notification shall be furnished to the designated union official. If a change in assignment occurs, the custodian involved will be promptly notified in writing.

7.2 – School Year

The School calendar shall have a minimum of 185 days, to assure at least 176 days of actual student attendance. Teachers shall have 180 work days per school year.

7.3 – School Day – Certified Staff

The normal Teacher workday shall be no more than 7 1/2 hours. The hours of work for teachers assigned to Pleasant Valley Middle School shall be 7:30 a.m. to 3:00 p.m. For teachers assigned to Pleasant Valley Elementary School, the hours of work shall be from 8:00 a.m. to 3:30 p.m. Teachers shall not be required to remain past the normal teaching day except for the following:

1. Altered bus schedules.
2. Teacher-directed scheduled appointments with parents or students.
3. Emergency situations which endanger student welfare or safety which require teachers' presence as determined by the Superintendent or his designee.
4. Monthly teacher collaboration meetings.
5. Conferences with administrators, *i.e.*, to discuss evaluations.
6. Expulsion Hearings. The Administration shall use its best efforts to coordinate scheduling of Expulsion Hearings with board members and teachers required to attend such meetings.
7. Teachers shall stay at school for 75 minutes after student release on weekly school improvement or meeting days. Historically, that has meant 3:00 for Pleasant Valley Middle School and 3:30 for Pleasant Valley Elementary.

Each teacher shall have a duty-free lunch period of at least 30 minutes.

7.4 – District Events – Certified Staff

Teacher attendance for the following District or PTA events is listed below:

Elementary Schools

1. Open House-required
2. Special Event night-encouraged
3. Graduation-encouraged
4. Parent Conferences-required

Middle School

1. Open House-required
2. Spring Concert-encouraged
3. Graduation-encouraged
4. Parent Conferences-required

The District reserves the right to make substitution for the above activities to meet the needs of the District. Teachers working within both buildings shall only be required to work one Open House.

7.5 – Absence Reporting

Whenever possible, a teacher who will be absent due to illness or another emergency shall notify the administrator or his or her designee by 6:00 a.m. on the day of such absence. A teacher who does not intend to return to work following a sick day shall notify the District at least 30 minutes before student dismissal on the day of their absence. A teacher who does not notify the District shall be charged with an additional sick day.

Custodians shall notify the administrator about their absence at least one hour prior to the start of their work day. If the absence will continue for another day, the custodian shall notify the administrator before the substitute custodian completes his or her shift on the prior day.

7.6 – Work Day – Custodians

Custodians who work at least eight (8) continuous hours shall receive a 30 minute duty-free lunch. Each custodial employee will be granted one fifteen minute break during any five-hour work period or two fifteen minute break periods during any eight-hour work period.

7.7 – Planning Time – Certified Staff

All full-time teachers shall be given a teacher directed planning period each day that is equal in length to a student specialist class period. Work during the teacher directed planning period shall generally be determined by the teacher, however, administration may require attendance at meetings or the completion of specified tasks from time to time. Travel time shall not count as planning time.

7.8 – Internal Substitution / Overloads – Certified Staff

In-house per period substitutes shall be paid at the rate of twenty-five dollars (\$25.00) per planning period taught for administrative initiated substitution which causes classroom teachers to miss their regularly scheduled planning period. Teachers working overloads will be paid at the rate of \$20.00 per planning period missed.

Classroom teachers who supervise students not on their regular roster due to the absence of a co-worker and the unavailability of a substitute shall be paid \$20 per hour, pro-rated, for each hour the teacher has additional students.

7.9 – Job Openings – Certified Staff

- 7.9.1 For purposes of this Agreement, a “Vacancy” shall mean an open position which results from a resignation, a termination from employment, or a newly-created position within the bargaining unit.
- 7.9.2 The Superintendent will post a notice in the teacher’s lounge of Vacancies as they occur and will send an e-mail to all certified staff. No vacancy shall be filled until such vacancy has been posted internally for a period of at least 5 working days.
- 7.9.3 During the summer vacation period, notices of any Vacancies which occur will be sent by regular mail to the Union President.
- 7.9.4 Any Pleasant Valley teacher who submits a written letter of interest for a Vacancy, and who meets the required qualifications for the vacant position, shall be interviewed for the position. Any Pleasant Valley teacher who applies for such a Vacancy and is not appointed, shall be notified promptly.

7.10 – Job Openings – Custodians

The Superintendent will notify the Union President and shall post a notice of any custodial vacancy. No vacancy shall be filled until such vacancy has been posted internally for a period of at least 5 working days. Any custodian who submits a written letter of interest for a vacancy, and who meets the required qualifications for the vacant position, shall be interviewed for the position. Any custodian who applies for such a vacancy and is not appointed, shall be notified promptly.

7.11 – Certified Staff Seniority

- 7.11.1 For purposes of this Agreement, “seniority” shall mean a bargaining unit member’s length of certified service to Pleasant Valley School District.
- 7.11.2 For purposes of this Agreement, “date of hire” shall mean the date on which the Board voted to approve the employment of an individual.

7.12 – Determination of Staff Seniority

- 7.12.1 Seniority shall be determined by the following, in descending order:
 - A. The employee’s date of hire.
 - B. The date on which the employee signed their contract.
 - C. The continued tie shall be broken by a coin toss, with all parties involved in

the tie present.

- 7.12.2 No employee shall accrue seniority while on an unpaid leave of absence. All unpaid leaves of absence shall be noted on the seniority list.

7.13 – Seniority List

- 7.13.1 A seniority list for teachers and custodians will be maintained by the Board and shall be posted by February 1 of each year. The list shall include each employee's name, their date of hire, the degrees which they hold, and their type of teaching certificate and qualifications.
- 7.13.2 Any discrepancies in the seniority list must be challenged in writing within 15 days after the list is posted.

7.14 – Personnel Files

Only one official personnel file shall be kept for each employee. All employees shall have the right to inspect their own personnel file after giving 5 working days notice. The School District shall provide each employee with a copy of any documents which are placed in his or her personnel file. All employees shall have the right to include in their personnel file any objections, in writing, to information contained therein.

7.15 – Evaluation of Teachers

Evaluation of the School District's professional teaching staff shall be the sole responsibility of the Board and its administrative staff. Evaluation of certified employees shall be governed by Article 24A of the Illinois School Code and applicable regulations. In follow-up evaluation conferences in which a teacher is to be placed on formal remediation under the provisions of the Illinois School Code, the teacher may, but shall not be required to, have a Union representative present during the conference and may ask questions pertinent to the execution of the remediation plan. Substantive evaluation results, including both narrative comments and evaluation ratings shall not be subject to grievance. Grievances pertaining to evaluations shall be limited to those alleging compliance with procedural requirements.

7.16 – Discipline

- 7.16 Except as provided in Sections 7.16 and 7.18, discipline shall be progressive and corrective in nature and shall include:
- A. Documented verbal warnings or reprimands with copies of the documentation given to the employee and placed in the employee's personnel file.

- B. Written warnings, with copies of the warning given to the affected employee and placed in the employee's personnel file.
- C. Suspension with or without pay, provided that prior to the suspension taking place, the affected employee shall be given an opportunity to meet with the Superintendent to discuss the reason or reasons for the suspension.
- D. Depending on the nature and severity of an infraction, a higher level of discipline may be imposed.
- E. The provisions of this Section shall not apply to the dismissal of tenured teachers, to the non-retention of non-tenured teachers, or to the imposition of formal remediation, in which cases the applicable provisions of the Illinois School Code shall apply.
- F. An employee shall not be disciplined in the presence of other employees, students, or the public, except when the safety or welfare of students, other employees, parents, or the public warrants immediate corrective action.

7.17 – Health & Safety

The Board shall use its best efforts to provide a safe and healthy work environment.

7.18 – Probationary Period - Custodians

All new custodians shall be placed on a 90 calendar day probationary period during which their employment shall be at-will.

SECTION 8 – LEAVES

8.1 – Sick Leave

- 8.1.1 Each bargaining unit member shall be granted 12 days sick leave each school year. Unused days are allowed to accumulate to 340 days for teachers and 240 days for custodians.
- 8.1.2 Sick leave means personal illness, quarantine at home, or serious illness in the immediate family or household. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave may also be utilized for a period of six weeks following a birth and adoption without medical justification.
- 8.1.3 The Board may require a physician's certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, an advanced practice nurse who

has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, a physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, or if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of such person's faith, as a condition for paying sick leave after 3 consecutive days' absence for personal illness, or as it deems necessary in other cases. If the Board requires a certificate during a leave of less than 3 consecutive days, it shall pay the expenses incurred by the employee for the examination.

8.1.4 The Board will annually furnish each teacher a written statement of their accumulated sick leave days not later than October 1.

8.1.5 Sick leave days shall be utilized in full or half day increments. An employee, with prior approval, may utilize one-half of an accrued and unused sick leave day if:

- (1) a teacher is absent in the morning and returns no later than 11:30 a.m. at the Elementary School, or 11:00 a.m. at the Middle School; or
- (2) a teacher is absent in the afternoon and leaves no earlier than 11:30 a.m. at the Elementary School, or 11:00 a.m. at the Middle School; or
- (3) a custodian is absent during the first or second half of their regularly scheduled work shift and works the entire portion of the remaining half.

In all other cases, the employee shall be charged one full sick leave day when he or she is absent from work and sick leave applies.

Non-pre-approved sick days for which an employee must use sick time shall count as a full day if that employee is a teacher who has worked less than 3 hours; a full-time custodian who has worked less than (3.5 hours) of his/her shift; or a part-time custodian who has worked half of his or her shift or less.

8.1.6 Attendance bonus. Up to \$200 will be available in attendance bonuses for those whose attendance meets the following guidelines:

4 or less days absent = \$100

2 or less days absent, another \$100 = \$200

Sick days, personal days, and "docked pay" days will be totaled when figuring who will qualify for these bonuses.

Professional Days, Bereavement Leave days, Court Duty, and days where the school requires staff to be away from school, will not be counted.

Reminder, all unused personal days are added to cumulative sick days

All absent days will be noted on evaluations.

This bonus will be pro-rated at:

4 or less days absent = \$50

2 or less days absent, another \$25 = \$75.00

For any employee who regularly works either:
Less than 5 days per week, or
Less than 6 hours per day.

- 8.1.7 Employees receiving temporary total disability payments under workers compensation as a result of an on-the-job injury may elect to utilize available sick leave days and receive full pay provided that the employees endorse their disability checks over to the district. Sick leave accumulation shall be reduced one day for each sick leave day utilized.

8.2 – Bereavement Leave

Bereavement leave shall be granted to bargaining unit members as follows:

- (a) Up to five (5) consecutive days of leave will be granted in the case of the death of a spouse, child, step-child or grandchild, or another individual who resides on a full time basis in the bargaining unit member's household.
- (b) Up to three (3) consecutive days of leave will be granted in the case of the death of a member of the employee's immediate family other than a spouse, child or grandchild, specifically, the individual's mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, aunt, uncle or grandparent.
- (c) Unusual situations not covered by the foregoing may be reviewed and, if deemed appropriate, no more than three full days of leave may be granted for attending the funeral.
- (d) This paid leave is separate and distinct from sick leave. This leave is non-cumulative.

8.3 – Sabbatical Leave

Sabbatical leave may be granted in accordance with the School Code.

8.4 – Personal Leave

- 8.4.1 Certified Staff members will be granted three personal leave days per year. A personal leave day is defined as a day to allow professional personnel time to conduct personal business. Any unused personal leave day in a school year will be credited to the cumulative sick leave.
- 8.4.2 The use of personal days for certified staff shall be subject to the following conditions:

- (a) Personal leave requests shall be submitted in writing to the Superintendent or Building Principal 5 working days in advance of the requested date, except in case of an actual emergency, in which case the employee shall notify the Superintendent as soon as possible under the circumstances. No reason for personal leave need be given, except in an actual emergency situation. The Superintendent or building Principal shall promptly respond to a request for leave. All requested leave shall be granted on a first come, first served basis.
- (b) No personal leave days may be used immediately before or immediately after a holiday unless the Superintendent grants prior approval.
- (c) Personal leave days shall be utilized in full or half day increments. An employee, with prior approval, may utilize one-half of an accrued and unused personal leave day if:
 - (1) a teacher is absent in the morning and returns no later than 11:30 a.m. at the Elementary School, or 11:00 a.m. at the Middle School; or
 - (2) a teacher is absent in the afternoon and leaves no earlier than 11:30 a.m. at the Elementary School, or 11:00 a.m. at the Middle School; or
 - (3) a custodian is absent during the first or second half of their regularly scheduled work shift and works the entire portion of the remaining half.

In all other cases, the employee shall be charged one full personal leave day when he or she is absent from work and personal leave applies.
- (d) Personal leave days are subject to a substitute's availability. Upon receiving a teacher's request for a personal day, the School Administration shall use its best efforts to promptly locate a substitute.
- (e) Personal leave days may not be used during the first and/or last 10 days of the school year, or on in-service or institute training days.
- (f) The building principal or Superintendent may deny a request for leave if granting the request would result in more than two teachers being absent on personal leave or Union leave under Section 6.17 on the same day.
- (g) The Union President's Union leave days shall not reduce his or her personal days, but the Union shall reimburse the School District for the cost of the substitute.
- (h) The administration may grant emergency exceptions to the above guidelines. Requests for emergency exceptions must state the reason for such requests.

8.4.3 Custodians who work two hundred (200) school days or more shall be granted three (3) personal days each year. Guidelines for use are as follows:

- 1. Written requests must be turned in no less than two days prior to use.

2. Personal days may not be used during the first or last ten (10) days of school, on the day before or after a holiday.
3. No more than two (2) support staff employees shall be off on personal leave on the same day.
4. The administration may grant emergency exceptions to the above guidelines.
5. Unused personal days will be added to cumulative sick leave subject to maximum accumulation limits.

8.5 – Religious Holidays

A bargaining unit member may use personal leave time to observe a religious holiday provided that the employee gives at least 5 days prior notice, the absence is consistent with the District's operational needs and the absence does not cause an undue hardship to the District.

8.6 – Court Duty

The District will pay full salary during the time a bargaining unit member is on court duty or, pursuant to a subpoena, serves as a witness or has a deposition taken in any school-related matters pending in court. The District will deduct the court duty remuneration, less mileage and meal expenses from the employee's compensation. The employee shall give at least 5 days' prior notice of pending court duty to the District.

8.7 – Military Service Leave

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure. An employee who has a spouse or child who is deployed by the military shall be entitled to one day of paid leave without loss of other paid leave benefits on the date of the deployment.

8.8 – Child-Rearing Leave

The School Board shall grant a professional staff member's request for a non-paid child-rearing leave, not to exceed the balance of the school year, plus one additional school year (but in no event shall such leave exceed 3 semesters), provided that the request complies with the provisions of this Section. Nothing in this Section shall prohibit a professional staff member from utilizing sick days during a disability due to pregnancy.

A teacher must request, if possible, a child-rearing leave by notifying the Superintendent not later than 90 days before the beginning date of the requested leave. The request shall include the proposed leave dates. The leave shall end before a new school year begins or before the first day of school after winter recess.

Subject to the insurance carrier's approval, the teacher may maintain insurance benefits at his or her expense during a child-rearing leave.

A professional staff member who desires to return before the leave's expiration will be assigned to an available vacancy for which he or she is qualified, subject to scheduling efficiency and instruction continuity.

A teacher who decides, prior to the end of their child-rearing leave, that they do not wish to return to their employment at the School District at the end of the leave period shall, as soon as possible after making the decision, notify the Superintendent of their decision in writing.

8.9 – Leave of Absence Without Pay

The School Board may grant a leave of absence without pay to tenured professional staff members who have rendered satisfactory service and desire to return to employment in a similar capacity at a time determined by the School Board. Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with a reasonable continuity of instruction for students. It cannot be longer than one (1) calendar year.

8.10 – Family and Medical Leave

Leave Description.

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, beginning September 1 and ending August 31 of the next year.

Other available paid vacation, personal, or family leave will be substituted for family and medical leave necessitated by birth, adoption/foster care placement, or a family member's serious health condition. Other available paid vacation, personal, or sick leave will be substituted for family and medical leave necessitated by a family member's or employee's own serious health condition. Any substitution required by this policy will count against the employee's family and medical leave entitlement. The District will pay family leave or sick leave only under circumstances permitted by the applicable leave plan. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter;
2. The adoption or foster placement of a child;
3. The serious health condition of an employee's spouse, parent, or child; and
4. The employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4, above, with certain limitations provided by law.

Within 15 calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is 3 or 4, above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

If both spouses are employed by the District, they may together take only 12-weeks for family and medical leaves when the reason for the leave is 1 or 2, above, or to care for a sick parent.

Eligibility.

To be eligible for family and medical leave, an employee must either:

1. Have been employed by the District for at least 12 months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave, or
2. Be a full-time classroom teacher and have been employed by the District for at least 12 months (the 12 months need not be consecutive).

Notice.

If possible, employees must provide at least 30 days' notice to the District of the date when a leave is to begin. If 30 days' notice is not practicable, the notice must be given within 2 business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Continuation of Health Benefits.

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working.

Return to Work.

An employee returning from a family and medical leave will be given an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

Implementing Procedures.

The Superintendent shall develop procedures to implement this policy consistent with the federal Family and Medical Leave Act.

8.11 – Vacation – Custodians

After one (1) year of continuous employment, full-time custodians shall be granted annual vacation of two (2) weeks with pay. After ten (10) years of continuous full-time employment, a custodian shall receive three (3) weeks of annual vacation. After twenty (20) years of continuous full-time employment, a custodian shall receive four (4) weeks of annual vacation. Part-time custodians shall receive a pro-rated vacation allowance. Vacation days will be allocated on the employee's anniversary date each year.

8.12 – Holiday Pay – Custodians

Full-time custodians shall be entitled to holiday pay when the following days fall on a weekday:

Labor Day
Columbus Day
Veterans Day or school designated alternate
Thanksgiving Day
Friday after Thanksgiving (if no student attendance)
Christ Eve Day (when Christmas occurs Tuesday-Friday)
New Year's Day
First weekday after New Years (if no student attendance)
Martin Luther King Day
Lincoln's Birthday or President's Day as designated by school
Friday before Easter
Monday after Easter (if no student attendance)

Memorial Day
Independence Day

If Christmas Day, New Year's Day or Independence Day falls on a weekend, the preceding Friday will be the designated holiday. In the event that a holiday falls on a student attendance day, the Board retains the right to assign the custodian to work. In such event, this day will be compensated for when the school dates a replacement day off or, if the school doesn't take a replacement day, on a day mutually agreed upon by the District and the staff member.

SECTION 9 – SALARY AND FRINGE BENEFITS

9.1 – Medical and Dental Insurance

Effective September 2019, the District shall pay the following portions of full-time employee's monthly premium for medical and dental insurance coverage:

Employee only (single): \$540 per month

Employee plus spouse: \$1,100 per month

Employee plus child(ren): \$890 per month

Employee plus family: \$1,200 per month

However, if a spouse of an employee has health insurance coverage available to them through their employer, the employee's spouse must utilize their employer's health insurance.

The District shall pay 2/3 of the amount of any premium increase during the term of the Agreement. The dollar amounts paid by the employees however, shall not be decreased.

During the term of this Agreement, the District shall use its best efforts to provide an insurance plan which is substantially equivalent to the plan in effect for the 2010-2011 school year. If, due to circumstances beyond the District's control, a substantially equivalent insurance plan is no longer available to the District, the parties agree that they will, upon the written request of either party, promptly commence negotiations for a new agreement regarding this Section of the Agreement. If additional coverage plans are available from the District's insurance carrier, the District may offer those additional coverage plans as an option to members of the bargaining unit.

For purposes of this Section, full-time shall be those teachers working a full class schedule for the entire school year or custodians who continuously work thirty (30)

hours or more per week.

9.2 – Life Insurance

The Board shall furnish each full-time employee with a group life insurance policy providing \$10,000 of coverage. If the company through which the coverage is provided offers optional additional coverage, bargaining unit members may purchase such additional coverage, provide that they pay the entire premium charged for the additional coverage.

9.3 – Tuition Reimbursement – Certified Staff

- 9.3.1 The Board will pay the cost of tuition up to \$300.00 per graduate hour.
- 9.3.2 A limit of six (6) semester hours per semester during the spring and fall semesters and a maximum of nine (9) semester hours per year will be reimbursed. No other fees above tuition are reimbursed. The school year is defined as the fall, spring, and summer semesters of a school year.
- 9.3.3 District 62 shall maintain a fund to provide tuition reimbursement, which shall contain not less than \$14,000.00 per fiscal year. In the event that not all of the funds are used in a particular year, there shall be no rollover to the next school year. Tuition reimbursement requests shall be considered in the order in which they are received, and the Board shall not be obligated to consider any request which is submitted after the \$14,000.00 in the fund has been exhausted.
- 9.3.4 Pre-approval of the course must be obtained from the Superintendent if reimbursement is to be paid. Pre-approval of the course must be obtained from the Superintendent for salary schedule advancement.
- 9.3.5 Reimbursement payments will be made within one month of submission of the grade report.
- 9.3.6 Course work beyond the master's level will be tuition reimbursable providing the course has been pre-approved by the Superintendent.
- 9.3.7 Courses beyond the master's degree that may eventually be accepted toward an advanced degree are not retroactively reimbursable.
- 9.3.8 Reimbursement will be paid only for those course(s) that are successfully completed with a grade of "B" or better. A grade of "pass" or "credit" shall not be accepted as a "B" or better.
- 9.3.9 In no case will a teacher be reimbursed an amount greater than the tuition paid.

- 9.3.10 If a teacher receives free tuition, no reimbursement will be paid and the teacher must secure pre-approval if the course is taken to move the teacher horizontally across the schedule.
- 9.3.11 If a teacher receives a stipend, scholarship, grant, etc., covering part of the tuition, the employee can receive reimbursement from District 62 and the outside source which is no greater than the cost of the tuition.
- 9.3.12 Courses must be taken at an accredited and recognized institutions and the class and class hours offered by the institution must be acceptable by District 62.
- 9.3.13 By August 30, notification of advancement must be submitted, in writing, to the Superintendent. An official transcript must be filed with the Superintendent verifying the successful completion of all course work to be counted toward a horizontal salary column change for that school year not later than August 30.
- 9.3.14 The following documentation is required for tuition reimbursement: an official grade report (returned after a copy made by administration) and an official tuition notice or other information from the college/university designating tuition cost per semester hour.
- 9.3.15 Teachers must teach in the district for the remainder of the current school year following course reimbursement for a class taken during the fall semester. A teacher must teach in the district for the next school year following course reimbursement for a class taken during the spring semester or during the summer. In the event that a teacher resigns to accept a position elsewhere prior to meeting the above obligations, the teacher shall repay the reimbursed amount to the district prior to the last day worked. If the teacher fails to make such a repayment prior to the last day worked, the amount may be withheld from the teacher's final paycheck.

9.4 – Professional Development / Workshops

Professional Development/Workshops – Certified Staff. In an effort to increase student achievement and give a reasonable amount of time for teachers to attend workshops, the District will pay for or reimburse one workshop day in any one fiscal year (July 1 to June 30). These workshops must be approved by the Superintendent in advance and must deal with the teacher's subject area or extracurricular position. With the request for approval, the teacher shall submit sufficient information regarding the workshop to enable the Superintendent to determine its relevance. Approval or denial of a workshop shall be given within five (5) working days of the request. The limit on reimbursement for workshop days does not apply to workshops in which the teacher has been requested or directed to attend by the Administration or School Board. In addition to the cost of the workshop, the District shall reimburse the teacher for mileage at the rate of \$.50 per mile; and meal costs of up to \$25 per day for meals not provided by the workshop, provided, however, that the total reimbursement for any one workshop shall not exceed \$250.00. In computing the

number of days of attendance at any workshop that causes a teacher to miss an entire teaching day will be counted as one (1) workshop. After attending the workshop, the teacher shall write a brief description of what they learned from the workshop and how they intend to implement this information into their teaching and/or extracurricular activities.

Professional Development/Workshops – Custodians. Upon approval, the District may allow custodians to attend workshops to at District expense if the administration believes that successful completion of the workshop will benefit the District. With the request for approval, the custodian shall submit sufficient information regarding the workshop to enable the Superintendent to determine its relevance. Approval or denial of a workshop shall be given within five (5) working days of the request. In addition to the cost of the workshop, the District shall reimburse the custodian for mileage at the rate of \$.50 per mile; and meal costs of up to \$25 per day for meals not provided by the workshop, provided, however, that the total reimbursement for any one workshop shall not exceed \$250.00. After attending the workshop, the custodian shall write a brief description of what they learned from the workshop and how they intend to implement this information into their position at the school.

9.5 – TRS / IMRF Shelterability

The Board agrees to shelter for tax purposes, on behalf of each employee, the maximum allowable for any required contribution to the Teachers' Retirement System or Illinois Municipal Retirement Fund, and to forward said amount to the applicable retirement system. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.6 – Retirement Incentive Plan – Certified Staff

Retirement Incentive Plan

Teachers with twelve or more years of consecutive service in the district are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI) as they approach retirement. To be eligible for the ERI, the teacher must retire during a specified window period. Specifically, the teacher may receive this ERI if he or she retires at the first of the following to occur:

- (1) at the end of the school year in which he or she first accumulates at least thirty-five years of creditable service in TRS (including applicable credit for sick leave, military services, or alternate pension systems); or
- (2) at the end of the school year (July 1 – June 30) in which the Teacher reaches age 60.

The teacher's effective retirement date must occur at the end of the school year in which the teacher is first eligible for a non-discounted annuity from TRS. In determining these dates, teachers must consider and utilize all of their available sick leave for credible service purposes in TRS.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Superintendent no later than May 1 prior to the commencement of the retirement incentive years. The letter of resignation must reference an intent to retire under this Early Retirement Incentive Policy and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final one, two, three or four years of employment. Such Teachers will be removed from the salary schedule and extra-curricular salary schedule during the incentive years of employment and will be paid as follows: The teacher's salary, not including extracurricular stipends, shall be increased by 6 percent over the immediately preceding year's salary for up to the last four years of employment. The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to monthly pay at any time during the last three years to insure that the total received by the Teacher is consistent with this Section.

In the event that a teacher's resignation date under this policy contemplated use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount or use of the Early Retirement Option, the teachers resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity or under ERO.

If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive. Under such circumstances, the district is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the initial amount to be reimbursed per pay period.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, the parties shall engage in mid-

term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

In the event an alternative retirement incentive for teachers is made available by statute or otherwise, a retiring teacher may choose between this early retirement incentive or any available alternative.

9.7 – Salaries

- 9.7.1 Certified Staff will be paid as set forth in the attached Appendix A-1. Full-time teachers with 11 or more years of experience shall receive a longevity payment of \$125 in addition to the salary set forth in Appendix A-1. Custodians shall be paid as set forth on the attached Appendix A-2
- 9.7.2 Salary advancement. A teacher can increase their salary by moving down the salary schedule with more experience, by moving horizontally towards the advanced degree columns or by doing both. (See article 9.3 on Tuition Reimbursement and the attached salary schedule.) Effective July 1, 2013, Teachers who are paid “off-schedule” will be entitled to any negotiated increase for off-schedule teachers provided that they would have otherwise moved to the next step on the schedule if they had been “on-schedule” teachers. Other teachers paid off-schedule who would have otherwise already reached the final step in the column will be limited to the increase negotiated for these teachers by the parties. Any teacher who completes enough semester hours to advance to the next salary column will receive the salary adjustment at the beginning of each school year.
- 9.7.3 When a teacher is five (5) or less years away from eligibility for a non-discounted retirement annuity, without application of ERO, under Section 16-132 of the Illinois Pension Code, the teacher’s nonexempt creditable earnings from employment in the District, irrespective of form and no matter how arising, and whether or not under this collective bargaining agreement, shall not exceed the amounts specified in the following paragraph.
- No teacher’s nonexempt credible TRS earnings from employment in the District shall increase from one school year to the next by more than six percent or be otherwise increased so as to create a liability on the part of the Board or District for any portion of a teacher’s retirement annuity, or result in any District or Board-paid penalty or fee to TRS.
- 9.7.4 Salary data sheet. The Superintendent and the Union President shall meet at the beginning of each school year and compile a Salary Data sheet for each Teacher be in a form similar to the form shown by Appendix C.
- 9.7.5 Special Education Teacher Planning Stipend. In consideration of unique duties required of special education teachers, each full-time special education teacher shall receive an annual stipend of \$200 in their May 30th paycheck.

9.8 – Payment of Salaries

- 9.8.1 All employees shall be paid on a 12 month schedule. Pay dates will be bi-monthly, on the 15th and 30th of each month. Prior to September 1 of each school year, all employees who request changes in their payroll deductions shall notify the person who is in charge of payroll for the School District of the basis on which taxes are to be deducted from their pay. The only deductions from an employee's pay shall be amounts which the School District is required by law to deduct, the deductions provided for in this Agreement, 403(b)/457 Plan deductions and the employee portions of the premiums for the group health insurance and any optional life insurance coverage elected by the employee.
- 9.8.2 Overtime shall be paid to custodians at a rate of 1.5 times the custodian's wage rate for each hour worked in excess of 40 during a work week.

9.9 – Compensation for Extracurricular Activities – Certified Staff

Bargaining unit members shall be compensated for extracurricular activities as specified in the attached Appendix B. Any experience credited to an individual shall be retained if they return to that extracurricular activity after a hiatus of 1 school year or less.

9.10 – Remedial Tutoring Program - Teachers

All job openings for the Remedial Tutoring program which require a certificated teacher shall be posted internally prior to filling such positions.

9.11 – Mileage Reimbursement

Bargaining unit members who are required by the district to travel between the Elementary School and the Middle School shall be reimbursed for mileage at the rate of \$2.00 per trip (one way) on days on which they actually travel between the schools.

9.12 – Homebound Tutoring - Teachers

Homebound tutoring pay is established at \$25.00 for each hour. If it becomes necessary for a regularly employed teacher to tutor at a location other than the school, the teacher will be paid at \$25.00 for each hour, plus extra mileage to be paid at the rate of \$.50 per mile.

9.13 – Saturday Detention Pay – Certified Staff

Saturday detention Teachers who supervise Saturday detention shall be paid at the rate of twenty dollars (\$20) per hour.

**SECTION 10 – REDUCTION-IN-FORCE AND RECALL
PROCEDURES FOR CERTIFIED STAFF**

- 10.1 In the event of a reduction in force, teachers shall be laid off in accordance with the Illinois School Code. Each teacher shall be categorized into one or more positions for which the Teacher is qualified based upon legal qualifications and any other qualifications established by the District job descriptions on or before the May 10th of the prior school year. The District shall create a reduction in force list for each position and shall organize the qualified teachers into one of four groupings.

Teachers must be reduced in the order of their groupings, with Teachers in Group 1 dismissed first and Teachers in Group 4 dismissed last. Within Group 1, the sequence of dismissal shall be at the discretion of the Board. Within Group 2, the sequence of dismissal shall be based upon average performance evaluation ratings, with the Teachers with the lowest average performance evaluation rating dismissed first. As between or among Teachers in Group 2 with the same average performance evaluation rating and within Groups 3 and 4, Teachers with the shorter length of continuing service with the District shall be dismissed first.

- 10.2 If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the Teachers so removed or dismissed who were in Groups 3 or 4 and are qualified to hold the positions. The recall period shall be extended for an additional year if the number of honorable dismissals in the particular year exceeds 15% of the number of full time equivalent positions (including administrative personnel) during the prior school year. Recall of teachers shall occur in the reverse order of the lay off. In addition, Teachers in Group 2 with only one “needs improvement” evaluation and no “unsatisfactory” evaluation shall have recall rights until February 1 following their layoff.
- 10.3 The provisions of this Section 10 shall not affect the ability of the Board to dismiss non-tenured teachers pursuant to Section 24-11 of the Illinois School Code.

**SECTION 11 – REDUCTION IN FORCE AND
RECALL FOR CUSTODIANS**

Custodians subject to reduction in force shall have layoff and recall rights, by seniority, as set forth in Section 10-23.5 of the Illinois School Code.

SECTION 12 – EFFECT OF AGREEMENT

12.1 – Partial Invalidity

If any section, paragraph, sentence or clause of this Agreement is or becomes in violation of law or is declared invalid, illegal, or unconstitutional by the final decision of a Court of competent jurisdiction, then such section, paragraph, sentence or clause shall be automatically deleted from this Agreement, to the extent that it violates the law or Court decision, but the remaining sections, paragraphs, sentences and clauses shall remain in full force and effect for the remaining term of the Agreement.

12.2 – Exclusive Representative

The Board agrees that during the term of this Agreement it will not negotiate or deal directly with any organization or its representatives other than the Pleasant Valley Federation of Teachers, or with any individual bargaining unit member on any of the items covered by this Agreement.

12.3 – Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois.

12.4 – Management Rights

- 12.4.1 It is expressly understood and agreed that all functions, rights, powers, and authority of the administration of the School District and the Board which are not specifically limited by the express language of this Agreement are retained by the School District and the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.
- 12.4.2 The parties mutually acknowledge and agree that during the negotiations which resulted in this Agreement, each of them had the unlimited right to make demands and proposals with respect to any subject or matter which is not removed from collective bargaining by law and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement may be modified or amended only by the written mutual consent of the parties, signed by duly authorized representatives of both parties. The Board retains its statutory rights to manage the School District. Implementation of those rights shall be consistent with this Agreement and the Rules and Regulations of the IELRB.

SECTION 13 – TERM OF AGREEMENT

This Agreement shall continue in effect until June 30, 2022.


The duly authorized representatives the parties have affixed their signatures to this Agreement on _____, 2019:

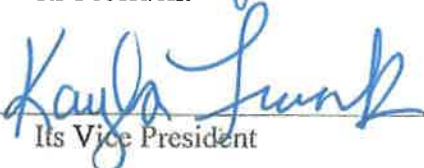
Pleasant Valley School District No. 62,
Peoria, County, Illinois

By: 
President, Board of Education

By: 
Superintendent

Pleasant Valley Federation of Teachers,
IFT/AFT, AFL/CIO

By: 
Its President

By: 
Its Vice President