

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
OF SPRING VALLEY C.C. SCHOOL DISTRICT NUMBER 99,
BUREAU COUNTY, ILLINOIS**

AND

**THE SPRING VALLEY ELEMENTARY TEACHERS'
ASSOCIATION, AFT LOCAL 604, AFL-CIO**

August 14, 2021 – August 14, 2026

For School Years

2021-2022

2022-2023

2023-2024

2024-2025

2025-2026

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INTRODUCTION AND PREAMBLE

This agreement is made and entered into by and between the Board of Education of Spring Valley Elementary Schools, District Number 99, Bureau County, Illinois, hereinafter referred to as the “Board” and the Spring Valley Elementary Teacher Association, AFT Local 604, AFL-CIO, hereinafter referred to as the “Union” or “Association”.

The Board and the Union recognize that the ultimate aim of the public schools is to provide the best educational objectives. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in the deliberations.

It is recognized that teaching is a profession requiring specialized educational qualifications and the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with their employment. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

ARTICLE I

Recognition/Scope

A. Recognition. The Board hereby recognizes the Union as the exclusive and sole negotiating agent for all regularly employed certificated personnel other than substitute teachers and except the superintendent, assistant superintendent, principals, assistant principals and other individuals holding like positions in its Central Administration.

B. Scope. The Board and Union agree to negotiate in good faith with respect to wages, hours, terms, and conditions of employment as required by law, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession.

ARTICLE II
Grievance Procedure

A. Definition of Grievance. A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with the provisions of Step 2 below.

B. Definition of Complaint. A complaint is defined as an alleged administrative violation of an established written policy of the Board. A complainant may process a Complaint through the third step of the grievance procedure. The decision of the Board on any complaint shall be final and not subject to Step 4 of the grievance procedure.

C. General Provisions.

1. All time limits consist of school days except that between the end of the school term in June and the beginning of the next school term, the time limit shall consist of weekdays Monday through Friday. The prescribed time limit may be extended by mutual consent of the Union and Board.
2. Failure to Proceed. If the employee or the Union fails to pursue the grievance to the next step within the prescribed time limit, the grievance shall be dropped.
3. Failure to Respond. If the employer fails to respond within the prescribed time limit, the grievance will automatically proceed to the next step.
4. No Reprisals. Employee participation in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

D. Procedures.

1. Step 1: Within ten (10) days of the date upon which the grievant or Union knew of the event giving rise to the grievance, the grievant shall verbally present the problem to the immediate supervisor. Said supervisor shall reply to the grievance by the end of the fifth workday following the day the grievance is presented. The immediate supervisor for the purposes of this procedure shall be that supervisor with primary responsibility to resolve the grievance.
2. Step 2: If there is not a satisfactory adjustment of the matter at Step 1 or if the immediate supervisor fails to respond within the specified time, the grievance shall be reduced to writing, signed by the grievant and presented to the Superintendent. Such written grievance shall be submitted within five (5) working days of the supervisor's reply at Step 1, or in the absence of such reply, within five (5) working days of the date the reply was due.
3. Step 3: If the matter is not satisfactorily adjusted at Step 2 or the Superintendent does not respond within five (5) working days of notification, it may be submitted to the Board, by written notice with a request for a meeting. Such written request shall be submitted within five (5) working days of the Superintendent's reply at Step 2, or in the absence of such reply, within five (5) working days of the date the reply was due. This meeting shall be held no later than 15 days after the request has been made. The Board shall note its disposition of the grievance by submitting a signed copy thereof to the Union and to the grievant within 15 days of the meeting.
4. Step 4 (Arbitration): If the grievance is not resolved at Step 3, the Union may, within five (5) school days, submit the grievance to binding arbitration. The parties shall attempt to agree upon an arbitrator within the 10 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the 10-day period, the parties shall request an arbitrator from the American Arbitration Association or the FMCS. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association or the FMCS. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties. The fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE III

Rights and Responsibilities

- A. **Mutual Respect.** Teachers and administrators shall exhibit mutual respect for one another particularly when students and/or parents are present.
- B. **No Discrimination.** Neither the Board nor the Union shall discriminate against any employee covered by this agreement in any manner which would violate any applicable law because of race, sex, color, national origin, age, marital status or life style.
- C. **Union Membership.** Neither the Board nor the Union shall interfere with the right of employees covered by this agreement to become or not to become members of the Union and, no employee shall be discriminated against due to his exercise of his lawful right to join or not to join, assist or not assist the Union.
- D. **Other Employment.** The Board agrees that a teacher is free to make application for employment elsewhere. Also, a teacher may begin employment elsewhere after the expiration of his contract with the Board, or if a tenured teacher, in accordance with state law. An application placed with another prospective employer shall not in any way prejudice such applicant's status in his present position.
- E. **Personal Property.** The Administration will not examine or remove from a teacher's classroom any article of personal property, which belongs to the teacher. It is understood by way of example that all lesson plan books, grade books and other school records are the property of the School District.
- F. **Adverse Criticism.** In the event of criticism by third persons of books, teaching methods or materials used in the District by a resident who deems the contents of such to be offensive on moral, political, religious or other such grounds, the procedure shall be as follows:
1. The criticism shall be submitted to the Superintendent in writing and signed by the resident. A copy of the criticism without signature shall then be given to the teacher involved.
 2. The teacher involved shall have the opportunity to select two other teachers who will meet with the Superintendent and the building Principal to discuss the criticism.
 3. Subsequent to the discussion, if the problem is not resolved, the Superintendent shall bring the matter to the Board's attention for its decision, which shall be final.
- G. **Staff Meetings.** On all institute days of the school year, the Union President shall be given a reasonable opportunity to address the staff. At the conclusion of any faculty meeting, the Union shall have the right to make announcements, give brief reports or elicit opinions and comments from the faculty.
- H. **Use of Buildings.** The Board agrees that the Union and its representatives shall have the right to use school buildings for meetings and to transact official Union business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service.
- I. **Use of Bulletin Boards/Equipment.** The Board agrees that a bulletin board shall be provided for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern. The use of school copy machines and necessary paper shall be permitted. The Association shall pay any reasonable cost for using said equipment and supplies. Telephone calls from the school for Association business will be permitted only during non-student contact time.
- J. **Board Meetings.** The Union shall have the right to send an official representative to attend any open meeting of the Board. Upon request at the Board meeting, the Union Representative will be given a reasonable and appropriate opportunity to address the Board.

K. Implementation of Agreement. The Union and the Board or its designated representative shall meet at a mutually agreeable time within 10 days of the request of either party for the purpose of resolving questions concerning the implementation of this agreement unless some other date is mutually agreeable.

L. Access to Information. The Board agrees to give the Union President one copy of the following items as soon as practicable:

1. Agenda
2. Official Board minutes of open meetings
3. Monthly budget summaries
4. Annual auditor's report
5. Current fiscal budget
6. Policy manual and revisions

In addition, the following will be made available to the Union President for inspection:

7. Names and addresses of all teachers
8. Statistical information, not including teachers' names, pertaining to teacher step placement, extended service payment and present insurance coverage
9. The Union shall be notified within one (1) workday of the District's receipt of a FOIA request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

The Union will furnish copies of any information pertinent to negotiations as reasonably requested by the Board or Superintendent.

M. Union Management Meetings. The Superintendent and Principals shall meet at least once a month during the months of September through May with representatives of the Union at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings. Employees with issues not meeting established criteria must be directed to discuss the issue with the individuals involved. An agenda and all agenda items must be completed and shared on a working document within 24-hours prior to the scheduled meeting. The Board of Education will receive the agenda and notes from each Union Management Meeting. Mutually agreed to confidential information will be redacted before sharing with the Board. The notes from the meeting will be developed collaboratively and mutually agreed upon.

N. Special Education Work Load Plan. Title 23, Section 226.735 of the Illinois Administrative Code requires that the District develop, in cooperation with the Union as the exclusive representative of the District's affected employees, and adopt a plan specifying the limits on the work load of its special educators so that all services required under students' IEP's, as well as all needed ancillary and support services, can be provided at the requisite level of intensity, with such plan to take effect for the 2009-2010 school year;

A Special Education Work Load Committee (Committee) will be comprised of six (6) persons: The District Superintendent and two (2) District Principals or designees; two (2) District Special Education Teachers, appointed by the Union; and one (1) Union officer or designee:

1. The Committee shall develop an annual plan specifying the limits on the work load of its special educators so that all services required under students' IEP's, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.
2. The Committee shall meet regularly to consider the activities for which the District's special educators are responsible, including but not limited to:
 - (a.) Individualized instruction;
 - (b.) Consultative services and other collaboration among staff members;
 - (c.) Attendance at IEP meetings and other staff conferences; and paperwork and reporting.
3. The Committee shall gather and analyze data throughout the school year from the four areas addressed above. By March 1 of each school year, the Committee shall submit staffing recommendations to be reviewed at the March Union- Management Meeting. Barring changes due to appeals, the decision made at that meeting shall be recommended to the Board of Education at their first scheduled meeting following the Union-Management Meeting.

The District shall ensure:

1. There is sufficient staff available so that all services required under the students' IEP's could be provided at the required level of intensity.
2. No class will exceed class size levels established by the Illinois State Board of Education (ISBE).
3. Case Load's will be balanced by the SPED Teachers and administration during the SPED staff meetings. Time will be allotted for SPED Teachers to work on their Case Load during the monthly early out days when the professional development activity does not pertain to them, as directed by administration. Two full release days or 4 (½) days will be provided annually.

If a special educator believes their workload to be unmanageable or above what was decided at the March Union Management Meeting, the following will occur:

1. The special educator will schedule a meeting with an administrator to discuss his/her concern.
2. The special educator will bring to the meeting the data, including service minutes, consultation time and other requirements that they believe make the workload unmanageable or above what was decided at the March Union-Management Meeting.

If the issue is not resolved, the special educator may appeal to the Special Education Work Load Committee for review. The Committee's decision is final provided that if the decision requires the employment of any additional staff or expenditure of money, it shall be subject to Board approval.

ARTICLE IV

Management Rights

A. General Retention. The Board shall have and retain the sole and exclusive right to hire, fire, assign, promote, lay-off, direct, discipline, transfer and determine qualifications of employees. The Board has the complete and sole right to determine the extent and operations of the District and to make rules, determine the methods, standards and extent of work and to determine the content of jobs and to select and appoint supervisory personnel and have and retain all other management rights and functions not specifically awarded, modified or abridged by any provision of this Agreement.

B. Building Policies. The Administration shall establish and implement all building policies. However, no building policy shall be in conflict with the provisions of this Agreement. Prior to implementing any permanent change in building policy, the Principal or Superintendent shall advise the Union of the proposed change and discuss it with the Union.

C. Leaving Campus. No teacher shall leave the school campus during school hours without previous notification and approval of the Superintendent or building Principal.

D. No Strike. During the term of this Agreement, neither the Union nor any of its members nor its agents nor any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage or strike, or picketing in any manner which would disrupt the operation of the schools.

ARTICLE V

Evaluation/Professional Growth

A. General. Prior to October 1st, the Administration shall advise teachers of the instruments to be used in the formal evaluation process. Subsequent to each formal evaluation, there will be a conference between the teacher and the Administration to discuss the evaluation. A copy of each formal written evaluation shall be given to the teacher within ten (10) working days after completion of the last classroom observation and the original shall be placed in the teacher's personnel file. If a teacher wishes to supplement the formal written evaluation, do so in writing, with written comments attached to the evaluation to be placed in personnel file.

B. Probationary Teachers. Probationary teachers will receive at least two formal evaluations per probationary year. The administration shall use reasonable effort to complete an evaluation during each semester.

C. Tenured Teachers. Tenured teachers shall receive no less than one formal evaluation every two-years.

D. Evaluation Plan, Procedures, Instrument and Tool. The District shall conduct Teacher evaluations in accordance with *IL School Code (105 ILCS 5/24A)* and *Title 23 of the IL Administrative Code Part 50 – Evaluation of Certified Employees*. It is agreed that the plan will be reviewed upon request by the Union and/or the Administration and any change to this plan, procedures, instrument, tool or forms will be developed and recommended by the Evaluation Joint Committee, and shall be ratified by both parties before implementation. Any and all ratified documents and agreements related to the Evaluation shall be considered part of the Collective Bargaining Agreement.

1. **Evaluation Joint Committee.** A Union/Management Committee with equal representation from both parties shall meet as needed to comply with statutory requirements and/or to review the existing plan, procedure, instrument, tool or forms. Any and all agreements and decisions made by this Committee shall be by majority vote.

E. Consulting Teachers.

1. A teacher shall be eligible to work as a “consulting teacher” provided the teacher meets the following criteria:
 - (a.) Is an educational employee as defined in the IELRA;
 - (b.) Has at least five (5) years teaching experience;
 - (c.) Has reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant;
 - (d.) Has received an excellent rating on his/her most recent evaluation.
2. When a consulting teacher is needed, the Board shall supply a roster of qualified consulting teachers to the Union. The Union shall then submit back to the administration a roster of at least five (5) qualified teachers or all such qualified teachers if the number is less than five (5). The administration shall select the consulting teacher from the roster submitted by the Union. If the Union fails to submit within five (5) school days of receipt of request for such roster, then the administration may select any teacher qualified to serve as a consulting teacher. Any teacher may decline to serve as a consulting teacher.
3. A consulting teacher may be granted reasonable release time for the purpose of observing an unsatisfactory teacher in the classroom, if specified by the remediation plan and approved by the principal.

F. Remediation Status.

1. Any tenure teacher who receives an overall evaluation rating of unsatisfactory and the reason for such rating are deemed remediable shall be placed on “remediation status” and shall remain on the same vertical step until rated proficient. Within thirty (30) days of being placed upon remediation status, a remediation plan shall be developed to attempt to correct the remediable deficiencies cited. Participants in the plan shall include the teacher, a qualified evaluator and a consulting teacher. It shall be the responsibility of the teacher, with assistance from the consulting teacher, to successfully implement the remediation plan to remedy the deficiencies. The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the teacher’s official personnel file. The teacher may give a copy to the Union.
2. Any teacher on remediation status shall be granted a midpoint and final evaluation within the 90-school day remediation period immediately following receipt of a remediation plan. While the consulting teacher shall participate in the draft and implementation of the remediation plan and shall provide advice and counsel to the teacher rated unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the teacher on remediation status is still evaluated as an unsatisfactory teacher at the end of 90 school days of remediation within the classroom, the Board shall dismiss the teacher in accordance with the School Code. Failure to strictly comply with time requirements contained herein or in the evaluation plan shall not invalidate the results of the remediation plan.
3. If rated proficient or better at the conclusion of the remediation process, any teacher on remediation status shall return to his/her proper step on the salary schedule at the beginning of the next school year, and he/she shall return to the regular evaluation schedule of being evaluated at least once every two years.

G. Personnel Files. Teachers shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official file shall be kept for each teacher. Each teacher shall have the right to insert material relevant to his service in this school or his qualifications in general. A teacher shall have the right to attach dissenting material to any item in his file. Reasonable requests by teachers for single copies of materials in their official file except privileged information will be honored by the Administration.

Every teacher shall be given a copy of any material added to his/her official Board file if the material is critical of the teacher’s conduct or performance. Every teacher shall have the right to be furnished within twenty-four (24) hours a copy of any or all file material.

Any documents or the contents thereof relating to teacher evaluation and performance and all material placed in a teacher’s file by an administrator will be respected by the teacher and administrator as confidential vis-à-vis students and the general public except as may be required by the Union or the teacher for purposes of representation of the teacher in the implementation of this Agreement, or by the Board in bringing charges or when release is otherwise required by law.

H. Professional Growth. Each teacher is encouraged to engage in personal and professional activities that will insure his continuous professional growth. Educational advancement is desirable and is encouraged. Course work beyond the Bachelor's degree will not, without prior negotiations with the Union, be required as a condition of continued employment for any teacher who is otherwise legally qualified to hold an available position. The salary program shall reflect the intent of the board and administration to provide a teaching staff that achieves at a high level of teaching performance and maintains continuous professional growth.

Each teacher's folder required of all tenure teachers, showing evidence of professional growth shall be kept in the office of the Superintendent and shall be accessible to the teacher and Principal. It shall be kept up to date by each teacher who will give written proof of personal professional growth to the Superintendent.

All employees shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

The Superintendent may provide the staff with opportunities for professional growth by the following methods:

1. Released time for attendance at curriculum meetings
2. Visits to other classrooms and other schools
3. In-service program of institutes and professional meetings
4. Further study in institutions of higher learning

Courses taken for professional growth and/or salary guide credit must be taken at an accredited college or university, which is approved by the Illinois State Certification Board. Specific courses required by the conferring college or university for the completion of a degree will be approved by the Superintendent's office. If a question should arise in this regard, the petitioner may be asked to submit evidence of said requirements from the conferring college or university.

Courses taken for professional growth and/or salary credit must have the approval of the Superintendent prior to the beginning of the course.

The Board recognizes the potential value of an in-service training program. Through a properly organized series of such meetings there can be an interchange of ideas, formulation of plans and diagnostic appraisal of results. These programs will be offered at district expense and are to be planned jointly by teachers and administrators. Attendance at a teachers' institute or equivalent educational experience held under the direction of the county superintendent of schools shall be considered time expended in the service of the District and no deduction (because of the teacher's absence from her teaching assignment) shall be made for such attendance.

ARTICLE VI

Teacher Protection: Lay-Off, Discipline, Assignment, Work Day and Plan Time

A. Layoff Procedures.

1. In the event that the Board determines it to be necessary to reduce the number of certificated employees in the school system or to discontinue some particular type of teaching service, it shall first confer with the Association regarding such reductions.
2. Administration will notify teachers of individual group placement.
3. Once dismissal has been determined according to the provisions of Section 24-12 of the *Illinois School Code*, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. The sequence of dismissal shall be as provided in Section D below.

Upon scheduling each termination conference, the Association President shall be notified of the time and place of the meeting. The Association President or his/her designee will be present when the teacher is notified of his/her termination. The teacher reserves the right to continue the meeting with or without representation.

Joint Committee on Reductions-in-Force

4. The Joint Committee on Reductions-in-Force shall consist of three (3) members representing the Board and three (3) members representing the Association. The committee shall begin meeting no later than December 1st of each school year and shall be completed by March 1st of each school year, unless both parties mutually agree to different dates. The committee has the authority to make decisions within the limits of Section 24-12 of the *Illinois School Code*.

Job Qualifications and Groupings

5. The sequence of dismissal shall be established each year not less than 75 days before the end of the school term. Each teacher will be categorized into one or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10 of the prior school year. The point system to be used in the averaging of 2 or 3 evaluations: excellent 4, proficient 3, needs improvement 2 and unsatisfactory.

Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:

- (a.) Grouping 1 shall consist of each teacher not in contractual continued service who has not received a performance evaluation.
- (b.) Grouping 2 shall consist of each teacher with an average needs improvement or unsatisfactory performance evaluation rating on either of the teacher's last two performance evaluation ratings.
- (c.) Grouping 3 shall consist of each teacher with a performance evaluation average rating of at least proficient on both of the teacher's last two performance evaluation ratings if two ratings are available, or on the teacher's last performance evaluation rating if only one rating is available, unless the teacher qualifies for placement into Grouping 4. A teacher whose last two performance evaluations include a needs improvement and either a proficient or excellent rating shall be included in Grouping 3, but will remain at the bottom of the grouping, not ahead of a teacher with two proficient ratings.
- (d.) Grouping 4 shall consist of each teacher whose last two performance evaluation ratings are Excellent and each teacher with two excellent performance evaluation ratings out of the teacher's last three performance evaluation ratings with a third rating of Proficient.

Dismissals Within Groupings

6. Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with all teachers in Grouping 1 dismissed prior to any teachers in Grouping 2, followed by all teachers in Grouping 2 dismissed prior to any teachers in Grouping 3, followed by all teachers in Grouping 3 dismissed prior to any teachers in Grouping 4.

Within Grouping 1, the sequence of dismissal is at the discretion of the Board.

Within Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last 3 performance evaluation ratings, if 2 ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent, 3 for Proficient, 2 for Needs Improvement and 1 for Unsatisfactory. As between or among teachers in Grouping 2 with the same average performance evaluation rating, as well as within each of Groupings 3 and 4, the teacher or teachers with the shorter length of continuing district service as listed in order of employment on the District's seniority list must be dismissed first. This seniority list will be as most recently approved by the Board of Education.

Recalls

7. *105 ILCS 5/24-12* The order of recall will be in inverse order of dismissal in Groups 3 and 4 among qualified to hold a position.

Other Provisions

8. Under no circumstances will evaluations from outside the District be considered in the procedures or groupings above.

B. Representation.

When an employee is required to appear before the Board or the Administration in any meeting, which is called to discuss the teacher's dismissal, suspension, formal remediation, or other discipline, the employee shall be entitled to have a representative of his choice present. When an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the request ten days in advance.

1. Pending dismissal hearing pursuant to Section 24-12 of the School Code for reasons or causes approved by the Board, a teacher may be suspended by the Board pending the hearing with or without pay; but if acquitted, such teacher shall not suffer the loss of any salary by reason of the suspension.
2. If no dismissal hearing is then pending, a teacher may be suspended by the Board with or without pay only after the teacher has received written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. Subsequent to any such requested hearing, the Board shall determine whether the greater weight of the evidence presented establishes just cause(s) to suspend the teacher without pay. The Board shall determine what constitutes just cause. Unless charges of dismissal are approved by the Board, no disciplinary suspension shall exceed twenty (20) work days.
3. In an emergency situation where the continued presence of the teacher on the job is detrimental to the educational process, the Superintendent may suspend a teacher for up to five (5) days with pay. After a hearing, the Board may sustain the suspension or take further action as may be appropriate.
4. The Board will make earnest effort to ensure that its rules and regulations governing employee conduct shall be reasonable and fair.
5. Teachers who are terminated due to a reduction in force (lay-off) shall receive a payment equal to the then current per diem rate for substitutes times the number of unused accumulated sick leave days of the teacher.

C. Discipline Conferences. If an administrator calls a faculty member (employee) to a disciplinary conference, he/she shall have the right to Union representation present at the conference. Meetings or conferences regarding evaluation of teaching performance are not disciplinary conferences. Prior to the occurrence of a disciplinary conference, the administrator shall inform the employee of the nature of the meeting and shall inform the employee of their right to Union representation. The district shall conduct all disciplinary conferences after the student attendance day, unless the disciplinary situation is deemed by the Superintendent or designee as a disruption to the educational process. Meetings or conferences regarding evaluation of teaching (employee) performance are not disciplinary conferences. However, Union representation shall be allowed in employee evaluation conferences when remediation, dismissal, or a nonrenewal is likely to occur.

D. Room Assignment. The administration will make a reasonable effort to assign each teacher a room when this is possible in light of the teacher's assignment and the building space is available.

E. Teaching Assignment. A teacher shall be given written notice of his/her tentative assignment by May 25 if there is then an intended change in his/her assignment. Thereafter, if a change in assignment is to be made, the teacher shall receive verbal notice as soon as reasonably possible. A teacher's regular teaching assignment shall not be changed for the upcoming school term after July 15 without the teacher's consent unless it is necessary to do so due to an emergency. Any teacher who objects to a change in his/her teaching assignment may discuss the matter with the Superintendent.

F. Voluntary Transfers. A teacher may request a voluntary transfer or reassignment. Such requests must be made by April 1st, preceding the school term for which the transfer or reassignment is requested unless the teacher has been affected by an involuntary transfer, then he/she may request a change in assignment to an open position, if any, at that time.

G. Involuntary Transfer. An involuntary transfer is a change in assignment. The District shall attempt to avoid involuntary transfers. If such a transfer is determined to be necessary in the best interest of the school, the teacher shall have the opportunity to meet with the Superintendent to discuss the transfer. If unsatisfied with the results of the Superintendent's decision, the teacher may request and receive a meeting with the Board of Education to present reasons why the involuntary transfer should not be acted on. The decision of the Board shall be final except that any teacher who refuses to accept the transfer shall be released at the teachers' request from his/her contract with the Board. For purposes of this section, the Board shall consider seniority, qualifications, other merit factors, and the needs of the District.

H. Promotion and Vacancy. All known openings in professional positions shall be emailed to all staff members when a position is posted. The vacancy email will be sent seven (7) days prior to filling the position. Members of the professional staff may at any time file with the Superintendent a notice of any change they may desire in their teaching assignment so that the Superintendent may consider such requests, as he deems appropriate.

I. Duty Assignments. All teacher duty assignments (i.e. lunchroom, playground, etc.) will be assigned to teachers and aids when they are available. Duty assignments to teachers shall be distributed equally among all teachers in the building. If a teacher is absent, the duty normally assigned to that teacher shall be the responsibility of the substitute teacher or if no substitute is available it shall be assigned to teachers in the building on an alternating basis. The Board recognizes the desirability of equalizing duty assignments across the District.

J. Parent/Community Concerns. Whenever a parent or community member has a concern or complaint involving the use of instructional materials, methods of instruction, grades or other procedures used by a teacher or teachers in the performance of their duties, the following procedures shall be followed as it lends itself to the concern or complaint.

1. Contact the teacher or building principal for clarification and explanation of the complaint. Necessary conferences or meetings are, to the extent possible, to be scheduled during non-instructional times. The teacher or principal shall schedule any conference or meeting in advance.
2. If the concern or complaint is not resolved in step 1 above, the parent or community member may request a meeting with the Superintendent. The Superintendent shall schedule the conference, as he/she deems necessary.
3. If the concern or complaint is not resolved in step 2 above, the parent or community member may request that the Superintendent place the matter before the Board of Education. If the Superintendent does so, he/she shall give notice to the staff member. Any issue involving a complaint against a specific employee (s) shall be addressed in closed session.

K. Committee Representation/Rotation. Participation on school committees is encouraged. The district shall make every effort to ensure that a cross section of employees (including categories of seniority, levels of expertise, department, building, gender, and grade level) serves, with the intent to involve all staff equally. No employee shall serve more than two years unless mutually agreed upon by both parties.

L. Work Day. The workday for employees covered under this agreement shall be seven (7) hours and forty-five (45) minutes in length. The student attendance day shall not exceed seven (7) hours and five (5) minutes.

M. Plan Time. Teachers shall receive a minimum of thirty (30) minutes of daily planning time during the student attendance day. Teachers will be compensated twenty dollars (\$20) per occurrence when the minimum plan time is not met.

ARTICLE VII

Leaves

A. Sick Leave. For personal illness or illness in his/her immediate family as defined in the School Code, a teacher will be allowed in each school year fifteen (15) school days with full pay in each school year the first ten (10) years of teaching in the District, eighteen (18) school days with full pay for years eleven (11) through twenty (20) teaching in the District and twenty-one (21) school days thereafter with full pay each year. This allowance is cumulative to a maximum of three hundred sixty (360) school days.

Teachers shall be notified in writing by September 30th of each school year as to the current number of sick days they have accumulated.

1. FMLA Leave – Serious Health Conditions. Any eligible employee who does not have sufficient paid leave time available to allow such employee at least 12 workweeks of leave in any 12-month period for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse, son, daughter or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 workweeks of leave in any 12-month period. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the District for at least 12 months. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993.

B. Sick Leave Bank. The Sick Leave Bank is a voluntary bank of teachers' sick leave days administered by the Union's sick leave bank committee, which may be used for serious illness only by participating teachers. The employer and union agree that the employer shall, pursuant to the direction of the Union's Sick Leave Bank Committee, accept donations of employee's sick days to the sick leave bank, shall hold these days, and further, pursuant to the direction of the Union's Sick Leave Bank Committee, and to the availability of days in the sick leave bank, distribute days from the sick leave bank.

Withdrawal of days from the Sick Leave Bank shall be administered by the Union but the days must be for sick leave as determined in Article VIII, Section A.

C. Bereavement Leave. Bereavement leave shall be granted as follows:

1. The term immediate family shall be interpreted to mean spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren, grandparents and legal guardians.
2. The term "household" shall be interpreted to mean aunt, uncle, niece, nephew, sister-in-law, brother-in-law and grandparents-in-law.
3. Three days of bereavement leave shall be granted for each case where death has occurred in the "immediate family" and one day bereavement leave shall be granted for each case where death has occurred in the "household." This leave will not accumulate nor affect sick leave benefits.
4. After bereavement leave is exhausted in the "immediate" or "household" families, sick leave, defined by school code, may be used.
5. In special circumstances, the Superintendent's discretion may expand the definition of the terms "immediate family" and "household family."

D. Personal Leave. Each teacher shall be granted as personal leave three (3) days without salary deduction each school year. These days shall be subject to the following restrictions, unless waived by the administration: no use during the first and last week of school; nor the day before or after a holiday or vacation; standardized testing days; institute/school improvement days; unless a personal emergency covered by the Illinois School Visitation Rights Act or milestone occasion for immediate family member as defined by code (weddings, births, graduations, deaths, school related, court appearance) that cannot be handled outside of regular school hours. The teacher must notify the Superintendent at least four (4) day(s) in advance of the proposed leave day, unless the leave is of an emergency nature, which would not allow for prior notification. Two (2) unused personal days, upon notification to the bookkeeper, will be rolled over to a maximum of five (5) annually. Unused personal days convert into sick leave.

E. Union Leave. The President of the Union or his/her representative will be granted two (2) days per year for Union business. Proper notification must be given and the Union/teacher must reimburse the District for the cost of the substitute teacher employed during his absence.

F. Maternity Leave/Childrearing Leave.

1. Maternity Leave. No teacher is required to take a childrearing leave, but instead may utilize available sick leave for those workdays during which the teacher has not been medically released by the physician after giving birth and unable to work due to pregnancy or any pregnancy-related disability.

2. Childrearing Leave. Teachers may be granted an extended leave of absence for childrearing purposes subject to the below-stated conditions and limitations.

- (a.) Teachers may commence a childrearing leave whenever they choose, but no later than six (6) weeks after the date of medical release of the mother and the child from the hospital subsequent to delivery.
- (b.) Childrearing leave will be granted to teachers in accordance with a plan arranged with the Superintendent. The plan must state the date upon which the teacher shall begin and return to work from the leave. A childrearing leave may be for the duration of the school term during which the leave begins and for one (1) additional school term.
- (c.) Any teacher granted a childrearing leave, who has completed 18 weeks or more of the school term prior to the commencement of her leave, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year. Upon a teacher's return from a childrearing leave, the teacher shall be granted the same or comparable position within the system. Teachers on childrearing leave are subject to dismissal on the same terms and conditions as are applicable to all other teachers.
- (d.) A teacher granted a childrearing leave may make arrangements during the leave to continue hospitalization and surgical insurance coverage, as provided under fringe benefits, at the teacher's own expense, provided, however, that in accord with the requirements of the FMLA, the District shall maintain its contribution toward the cost of health insurance for 12 workweeks of the leave.
- (e.) A childrearing leave shall also be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board of Education.
- (f.) Childrearing leaves are without pay. No teacher shall be entitled to use sick leave after the commencement of a childrearing leave. Sick leave is available prior to commencement of such leave.

G. Professional Business Leave. The Board of Education, upon the recommendation of the Superintendent may grant professional business leaves for legitimate reasons deemed beneficial to the School District. Such temporary leave, at full salary, may permit a teacher to:

1. Visit other schools
2. Attend professional conferences
3. Be engaged in workshop sessions
4. Participate in educational activities

Approval of such leave requests will be subject to the following guidelines:

- (a.) How will attendance benefit the individual and the School District?
- (b.) Is this activity related to the participants teaching area?
- (c.) How many previous trips has the individual taken?
- (d.) What costs are involved?

All professional leave requests are submitted to the building principal in duplicate for appropriate action. To assure District 99 of maximum benefits from such attendance, they shall require a written report of the activity, which can be made available to all staff members for review. This report shall be filed with the Superintendent within two weeks after the meeting. All school personnel shall receive an automobile reimbursement at the I.R.S. rate with approval of the Superintendent per mile for approved trips outside of the District 99.

H. Dock Days. The employee shall submit a written request stating the anticipated length of absence together with the reasons and need for released time, unless granted time off from sick leave bank and their sick days and personal days have been exhausted. Any grant of this leave shall be without pay and for a duration approved by the Superintendent.

I. Sabbatical Leave. The Board may approve a sabbatical leave for professional advancement or education travel. Provisions for sabbatical leave shall be in accordance with present or with future provisions of the *Illinois School Code* (24-6.1).

J. Emergency Days. In the event that a teacher has no available unused personal leave and due to an emergency must conduct some personal business during school hours then the teacher shall be granted up to two (2) additional days of personal leave provided; however, that the teacher must pay the rate of a substitute teacher, whether a substitute is hired or not.

K. School Visitation. Leave may be taken under Illinois School Visitation Rights Act to attend school conferences or activities related to employee's child if cannot be rescheduled outside of working hours. Such leave is unpaid and limited to 8 hours and no more than 4 hours in a day once personal leave is exhausted.

ARTICLE VIII

Compensation/Fringe Benefit

A. Salary Schedules. The salary schedules for the 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026 school years are set forth in Appendix A of this Agreement.

1. T.R.S. Contributions. In addition to salary schedule appended hereto, the Board shall pick up and pay to the Illinois Teachers' Retirement System, on behalf of each teacher, 9.0% percent of the appropriate amount shown on the salary schedule. The Board shall also pay the 1.24% of one percent the total amount of retiree health insurance contribution. In addition to the amounts stated above the Board of Education shall pay all increases in TRS and or TRIP Contributions so long as those combined increases do not exceed one percent (1%)
2. Education Beyond Bachelor's Degree. The Board of Education shall pay One hundred fifty (\$150.00) dollars per semester hour to each teacher for tuition and other expenses for education beyond the Bachelor's degree on the following condition:
 - (a.) The course taken is approved by the Superintendent.
 - (b.) The teacher remains in the employ of the District for the school year following completion of the course.
 - (c.) The teacher successfully completes the course.
 - (d.) Less any grant, tuition waiver, or stipend received, the teacher shall make a reasonable effort to apply for grants, tuition waivers, or stipends that may be available.
 - (e.) The teacher, must provide a copy of the receipt showing actual cost of tuition, and an official transcript is sent directly to office.

Undergraduate courses in computer science, special education, and unfilled position shortage areas identified by the superintendent, may be approved. For such courses the Board will pay Two-hundred (\$200.00) dollars per semester hour to each teacher for tuition and other expenses. All hours to be used for lateral movement on the salary schedule must be approved by the Superintendent and normally will be graduate hours. Advancement on the salary schedule to another lane due to additional hours will be made effective once each school term on either the first day of school or February 1st, if additional hours are substantiated by proper documentation sent to the Superintendent's office by the 1st day of school or February 1st respectively. For purposes of this Section A.2, teachers shall be limited to limited to nine (9) Master level hours during any fiscal year (July 1-June 30) and up to an additional six (6) hours and two (2) lane movements if classes taken are career related with proof of such impact submitted to the Superintendent with the request for course credit form for Board approval. From the total amount available for tuition reimbursement, teachers may elect to receive reimbursement of up to \$250.00 per fiscal year to defer the tuition/fee cost charged for participation in workshop-classes to earn CPDU's provided that those CPDU's are part of the teacher's approved license renewal plan.

3. Pay Schedule. Teachers shall be paid on the basis of 26 equal payments during each contract year to be made on alternate Fridays during the contract year. Those teachers who are entitled to compensation as a result of unused sick leave, pursuant to Article VIII, Paragraph A, or unused personal leave, pursuant to Article VIII, Paragraph D, shall receive those sums no later than the last regular pay day in June.
4. Direct Deposits. All pay is handled electronically through direct deposits. Teachers must provide the District the necessary documentation and bank depository information.

B. Insurance Benefits. The District according to the following terms and conditions shall pay insurance benefits:

1. The Board of Education shall pay the full cost of single coverage. The Board will contribute a sum equal to one-half of the difference between the single premium cost and the premium cost for employee plus spouse, employee plus child(ren), or full family coverage for those teachers selecting family coverage. Teachers selecting family coverage shall pay one half of the difference between the single premium cost and the premium cost for the family coverage they select. Provided that the required number of District employees maintain participation in the District's health insurance plan, only those teachers who are covered by health insurance from another source and therefore do not participate in the District's health insurance plan shall receive \$2,200.00 for the duration of this agreement of such non-participation in the District Health Insurance Plan. In addition, the Board shall pay the required 9.0% TRS and the 1.24 of one percent health insurance contribution on behalf of those teachers who receive the above amounts based on their non-participation in the District Health Insurance Plan. It is understood that the Union will determine and designate those teachers who have health insurance from another source by the 1st day of school of each year for the duration of this agreement. In addition to the amounts stated above the Board of Education shall pay all increases in TRS and or TRIP Contributions so long as those combined increases do not exceed one percent (1%)

It is agreed that health insurance benefits shall be provided through the Plan that currently exists, if this Plan results in a premium increase for the contract year of up to 8% over the prior year's premium cost. Notwithstanding anything in this subsection to the contrary, the obligation of the Board to pay the full cost of single coverage and to contribute one-half of the difference between the single premium cost and the premium cost for any dependent coverage selected by a teacher for contract years subsequent to the contract year shall be limited each year to premium increases of 8% or less over the prior year's premium cost. In the event that the premium cost for any subsequent contract year increases beyond 8% of the premium cost of the prior contract year, then the Union agrees that plan benefits and/or coverage's shall be reduced, or that the plan be changed so that the premium increase for that contract year is not more than 8% or, at the option of the Union, that teacher contributions toward the cost of health insurance be increased such that the Board's cost for health insurance premiums for that contract year do not exceed the amount that the increase would have been had the premium increase from the prior contract year been 8%. For the purposes of this subsection, "contract year" shall mean the insurance contract year, October 1 through September 30.

In order to enroll a spouse in the Plan, the District must receive verification that the spouse is not eligible for health/medical benefits through their employer. If a spouse is eligible to enroll in their employer's medical plan (on at least an individual coverage basis), the spouse is not eligible to enroll in the District's plan.

2. After September 1, a teacher who has selected single coverage may not switch to full coverage except under one of the following circumstances. A teacher who elects to participate in the District's insurance plan after September 1st will reimburse the district a prorated amount of the in lieu of insurance stipend received by the District.
 - (a.) The teacher has married;
 - (b.) The teacher has divorced and has dependents that are no longer covered by the former spouse's group health insurance plan;
 - (c.) The teacher or his spouse conceives or adopts; or
 - (d.) The teacher's spouse has a substantial change in-group health insurance benefits.
 - (e.) For other reasons deemed appropriate and equitable to the Executive Board of the Spring Valley Elementary Teacher's Association and the Spring Valley Board of Education.
3. Teachers participating in the District's insurance plan(s), but will not be returning for the following school year, and completed the contractual work year, shall continue to receive the health insurance benefit(s) until August 31 of completed year. In the event that a teacher terminates employment with the District without completing the contractual work year, the insurance coverage shall terminate on the last day of the first full month, after employment with the District terminates. In addition, such terminated teachers shall have those continuation privileges provided by applicable law or otherwise available under the terms and conditions of the District's insurance plan(s) or programs as they may exist, with the full cost of participation to be paid by the teacher.
4. The Board shall provide group term life insurance in the amount of \$50,000 to each teacher.
5. Flexible Spending Account (FSA) – In addition to the benefits stated above, the district shall pay the entire set-up and administration costs associated with the employee option Flexible Spending Account. Participation in the District FSA Plan is at the sole discretion of the employee.

C. Retirement Compensation.

1. Eligibility. In order to be eligible for this benefit, a teacher must have taught a minimum of fifteen (15) years in the District at the time of retirement and submit written notice to the Superintendent by September 1st of the school year when their retirement plan is to begin.
2. Retirement Plan(s). An eligible teacher may select a five-year, four-year, three-year, two-year or a one year retirement plan. If a teacher selects either a four, three, two or one year retirement plan, the increases shall all be six (6%) percent. If a teacher selects a five-year retirement plan, the teacher shall remain on the salary schedule the fifth year before retirement and receive four six percent (6%) increases in the last four years of service. A teacher will only receive up to a total of four (4) years or less of incentives, depending on the requested length.
3. Limitation. In the event the implementation of this provision results in the Board of Education being required to pay an actuarial cost or some other additional payment to TRS, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board.
4. Upon request the Board may agree to continue to pay, for a period of up to five (5) years, the single coverage premium (or some portion thereof) of a life and health insurance program to those teachers who agree to retire and have taught in the District fifteen (15) years or more.
5. In the case of a life changing event, a participating employee shall be allowed to make a written request to the Board of Education, to rescind their previously submitted retirement letter. If approved, the teacher will be placed on the salary schedule accordingly. A written request may be submitted to the Board requesting a return to the retirement plan.

