

CONTRACTUAL AGREEMENT

between

The BOARD OF EDUCATION OF

FOX LAKE GRADE SCHOOL DISTRICT No. 114

and the

EDUCATION ASSOCIATION OF FOX LAKE, IEA-NEA

July 1, 2020 - June 30, 2024

Fox Lake School District 114 and the Education of Association of Fox Lake, IEA-NEA  
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**ARTICLE I  
RECOGNITION**

01.01 The Board of Education of Fox Lake School District No. 114 Lake County, Illinois, hereinafter referred to as the "Board" or "Employer," recognized the Education Association of Fox Lake, IEA-NEA (an affiliate of the Illinois Education Association and the National Education Association), hereinafter referred to as the "Union" or "Association," as the sole and exclusive bargaining agent for all certified employees and all regularly employed full-time and part-time non-certified employees, including the categories of secretaries, instructional assistants, transportation, custodians, food service, and maintenance; excluding the Superintendent and principal short-term employees and all supervisors, managerial and confidential employees as defined in the Illinois Educational Labor Relations Act, and specifically excluding the secretary to the Superintendent.

01.02 Definitions

- A. AN EMPLOYEE is an individual within the bargaining unit described in Article I, Section I.I. A teacher is defined as an individual who is certified to teach in the public schools in the State of Illinois, has registered their certificate with the Regional Superintendent of Schools, and who has been placed on the certified salary schedule.
- B. A FULL-TIME SUPPORT STAFF EMPLOYEE is one who is regularly scheduled to work at least twenty (20) hours per week. If, as a result of a District directed schedule change, an employee is scheduled to work fewer than twenty (20) hours per school week, the employee shall still be considered full-time and will retain full time benefits.
- C. A PART-TIME SUPPORT STAFF EMPLOYEE is one who does not meet the definition of a full-time support staff employee.
- D. DAYS shall mean days when the District Office is open, excluding weekends, winter vacation, spring vacation, and summer recess.
- E. SUMMER WORK means work done during the summer recess by short-term employees and not customarily performed by employees.

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**ARTICLE II**  
**NEGOTIATIONS PROCEDURES/CONTRACT ADMINISTRATION**

- 02.01 If the assistance of a mediator is requested by either party or if impasse is declared by either party pursuant to law, or the Illinois Educational Labor Relations Board (IELRB) invokes mediation, both parties shall jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable or if, after a reasonable time the FMCS cannot assign a mediator, then the parties shall request a Mediator from the American Arbitration Association. The cost of the mediator, if any, shall be shared equally by the parties.
- 02.02 The parties will negotiate under and abide by the rules and regulations of the Illinois Educational Labor Relations Act (IELRA).
- 02.03 Released Time  
When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members. Nothing herein shall require the Board to negotiate during regular working hours.
- 02.04 There shall be two (2) signed copies of the final Agreement. One copy shall be retained by the Board and one by the Association. Each party shall be responsible for making additional copies as desired.
- 02.05 Upon request of either party, representatives of the District and the Association will meet for the purpose of reviewing the administration of the contract.

**ARTICLE III**  
**ASSOCIATION RIGHTS**

**03.01 Dues Deduction/Fair Share**

The District shall deduct from each employee's pay the dues of the Association and of its affiliated organizations, provided that the employee has previously executed an authorization for such deductions, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. The amount deducted from the regular paychecks and each month, September through June, shall be one eighteenth (1/18) of the annual dues. This authorization shall remain in effect according to its terms, provided such may be revoked by giving fifteen (15) calendar days written notice to the District. Such authorization shall be deemed to be automatically revoked upon termination of employment. If the employee terminates employment prior to the end of the school term, all monies owed the Association shall be deducted from the employee's final paycheck if provided in the dues authorization executed by the employee.

**03.02 Request for Information**

The Board shall furnish the Association President or designee with the official minutes of Board meetings after approval, the agenda of Board meeting prior to such meeting, a copy of the Board Policy manual, the approved final budget and annual financial report of the school district, and the names of all newly hired members of the bargaining unit within ten (10) calendar days after they are hired. Public information contained in the Board packet shall be provided to the Association President when sent to Board members prior to each Board meeting.

**03.03 Association Rights-Exclusive**

The rights granted to the Association in this Agreement shall not be granted or extended to any competing employee organization during the term of this Agreement, absent a contrary order of the Illinois Educational Labor Relations Board.

**03.04 Use of Buildings, Facilities and Equipment**

The Association shall not be denied the reasonable use of:

A. A designated bulletin board in the employees' lounge, district email, and the employee mailboxes for the posting and Distribution of announcements of the Association provided:

1. Such announcements shall not contain any information derogatory to members, employees or Agents of the District;



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2. Such announcements do not involve endorsements of political candidates; and
3. All such announcements shall be identified as Association materials.

B. Meeting space in school facilities of Association meetings, provided:

1. An Association written request is made to the Superintendent or designee of the meeting and such is approved by the Superintendent or designee;
2. Such meeting space is available;
3. Such meeting neither interferes with the School District's educational programs, nor conflicts with school events or employee's assignments;
4. The Association promptly reimburses the District for any damage and reasonable maintenance costs if such are incurred; and

If not approved, reasons shall be given in writing to the Association.

C. District computers and copy machines for Association announcements provided:

1. Such use shall in no manner interfere with instructional or other needs of the District; and
2. The Association promptly reimburses the District for any damage to its equipment occasioned by such use if such costs are incurred.

**03.05 Association Participation-Employee Suspension, Demotion, Discharge**

Any employee charged with misconduct, neglect or any violation which may reasonably result in the employee's suspension or discharge shall have Association representation of their choice in any investigatory meeting involving the Board or Administration and the employee regarding such charge, unless the employee expressly waives their right to having a representative present. If the investigatory meeting must take place immediately, due to an imminent concern, the employee must choose an Association Representative who is able to attend said investigatory meeting. Every effort will be made to inform the Association president prior to such a meeting and the District will provide coverage so the Association president may attend any such meeting(s). Prior to scheduling any meeting other than an immediate investigatory meeting, the employee will be given a minimum twenty-four (24) hours notice of the specific nature of the charge(s). The employee shall be informed of his/her right to be represented at such meetings(s), and the Association president will also be given a minimum of twenty-four (24) hours notice of such meetings(s). The twenty-four hour period will begin when it

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can be confirmed that both the employee and Association president confirm they have been made aware of the request to meet. The District reserves the right to suspend the employee with pay until the meeting can occur if concerns merit the staff remaining offsite.

03.06 Right of Representation

When the employee is required to appear before the Board or Superintendent on a matter directly affecting the continuation of the employee's employment, the employee shall be entitled to have a representative of their choice of the Association present.

03.07 Personnel File

An employee shall have the right to examine his/her personnel file and have an Association representative of their choice accompany him/her in such a review. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such a review. Upon request, an employee shall be given a copy of any materials already contained in his/her personnel file. Any disciplinary material to be placed in the file shall first be given to the employee to read and respond to. Such disciplinary material that has not been reduced to writing within thirty (30) days following the event or occurrence may not be added to the file. An employee shall be given a copy of any disciplinary materials to be placed in his/her personnel file and shall have the right to attach a response within 30 days to such material and have the response placed in the File. However, before materials are removed from the personnel file all parties must agree to such removal. The District shall be prohibited from disclosing employee evaluations without the written consent of the employee except to the extent permitted by law.

03.08 Right to Organize and Participate

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of the educational environment. Employees shall also have the right to refrain from any or all such activities.

03.09 Association Rights-Articulation/Coordination Meetings

The Board shall provide the opportunity for teachers to meet twice per year for ninety (90) minutes to improve educational communication during regularly-scheduled early release days. Prior to each meeting the teachers will provide the Superintendent with an agenda. On these two Union articulation early release meeting days, no administration-assigned work will be issued or required between the end of the school day and the meeting start time.

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Not more than once each quarter the Administration may schedule Articulation/Coordination or staff development meetings after regular school hours. These meetings shall not exceed ninety (90) minutes in length and teachers shall receive a stipend at the hourly rate provided for supervision.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**04.01 Definition**

A grievance shall be:

- A. Any claim by the Association or any employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
- B. All time limits consist of employee employment days. Days shall mean days when the District Office is open, excluding weekends, winter vacation, and spring vacation.

**04.02 Procedures**

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communication. When requested by the employee, an Association representative of their choice may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- A. STEP I: The employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten(10) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence should reasonably have become known. the Association's representative of their choice, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. STEP II: If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent or designee within response, including the reasons for the decision.
- C. STEP III: If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS) which shall act as the administrator of proceedings. If a demand for arbitration is not filed within

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fifteen (15) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter the terms of this Agreement.

04.03 Bypass to Superintendent

If the Association and the Superintendent agree, Step 1 may be bypassed and the grievance brought directly to Step II.

04.04 Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

04.05 Grievant Representation

The grievant may elect to be represented at any stage of the grievance procedures. If the Association is neither the grievant nor the grievance representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.

04.06 Copies of Documents

The Board shall provide such copies of relevant documents which are not unduly burdensome to produce and which are not privileged or otherwise prohibited from disclosure to the Association when such documents are necessary for the processing of any grievance upon written request by the Association to the Superintendent or designee specifying the documents requested. The association shall promptly reimburse the District for the costs of copying such documents.

04.07 No Reprisals Clause

No reprisals shall be taken by the Board or the administration against any employee because of the Employee's participation in a grievance.

04.08 Grievance Meeting During Assigned Time

If a grievance meeting shall be conducted at a time when the grievant or his/her Association representative of their choice is otherwise assigned, the grievant and/or Association representative of their choice shall be permitted to attend such meetings without loss of pay or benefits.

04.09 Filing of Materials

No reprisals shall be to a grievance shall be filed separately from the personnel files of the employee(s).

04.10 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as never having been filed.

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04.11 No Written Response

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. The failure of the grievant and/or the Association to act within the time limits set forth in this Article shall preclude further appeal of the grievance.

04.12 Extension of Specified Time Limits

The time limits set forth in this Article may be extended in a specific instance by mutual agreement in writing.

**ARTICLE V  
ASSIGNMENTS**

**05.01 Assignment Notice**

All teachers shall be given written notice of their anticipated assignments, as contemplated for the forthcoming school year, if different from their existing assignment, prior to the last day of the previous school year. If changes in a teacher's assignments are made after such notice, the teacher shall be notified of such change. Such notice shall include reasons for the change. Upon request, the teacher and the Association representative of their choice, if the teacher desires, shall meet with the Superintendent to discuss the change. If the teacher is dissatisfied with his/her position for the forthcoming school year, the teacher shall be released from his/her employment upon request.

**05.02 Vacancy Posting**

The District shall post and email to all employee's school email address notice of any vacancy which occurs within the Fox Lake District #114. Vacancies shall be emailed and posted in the staff lounge of both attendance centers and in the Bus Garage for a minimum of five (5) business days prior to filling such vacancy. As used herein, vacancy shall mean any full-time or regular part-time position.

**05.03 Change in Assignment Request/Transfer**

Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another for the forthcoming school term may file a written request with the Superintendent not later than March 1st of the current school year. If such a request is denied, the Superintendent shall provide the teacher with written reasons for the denial.

**05.04 Building Transfers/Changes in Assignment**

If a building transfer or change in assignment is to occur, the Superintendent will provide a written notice to the affected member of the bargaining unit with reasons for such a change. Prior to making any involuntary transfers or changes in assignment, the Superintendent will make a good faith attempt to obtain the employee's consent and have such changes be voluntary.

**05.05 Summer Work-Support Staff**

In the event that summer work is available, posting of those positions shall be done as soon as feasible. Administration will determine whether an applicant is a qualified employee. Qualified employees who apply for the summer positions shall be granted the position by seniority. The rate of pay for the summer work shall be determined by the Board of Education consistent with the rate of pay established for the corresponding employment category/classification and the employee's years of service.

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05.06 Extra Duty

The District shall post and email to all employee's school email address notice of any opening which occurs within the Fox Lake District #114. Openings shall be emailed and posted in the staff lounge of both attendance centers and in the Bus Garage for a minimum of five (5) business days prior to filling such opening. The salary for any new positions will be negotiated. All members of the bargaining unit who apply for the position shall be considered and the most qualified person shall be selected. If qualifications are equal, the most senior person will be selected. Administration will determine whether an applicant is qualified for each position.

In addition to interscholastic coaching and choir stipends, the Board will pay up to \$30,000 each fiscal year, to members of the collective bargaining agreement who sponsor and lead student activities. In the spring of each year, staff may submit proposals for the next year's student activities. A committee of Administration and Association members will consider all submitted proposals and make a collaborative determination on activities to be offered. Staff who sponsor student activities will complete a timesheet for all contact hours with students and be paid at a rate of \$34.00 per hour. The committee will also determine minimum and maximum student participation for each activity as well as fees, if any, to be paid by activity participants. Staff will be encouraged to submit proposals until all funds have been used.

The Board will pay up to \$65,000 each fiscal year to members of the collective bargaining agreement who fulfill hourly duties/assignments which contribute to the betterment of the District. The Administration and Association will work collaboratively to determine the allocation of these funds. These opportunities will be posted and emailed to all Association members. The pay rate for this work will be \$34.00 per hour. Prior to the end of each school year, funds remaining in this budget will be offered to staff for completion of curriculum work with the approval of the Superintendent.

Stipends will be applied for in the spring of each year for the next school year.



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The Board will pay members of the collective bargaining association for all time worked at interscholastic events as follows:

<b>Interscholastic Opportunity</b>	<b>Per Event</b>
Basketball/Wrestling Scorer	\$40.00
Basketball/Wrestling Timer	\$40.00
Scholastic Bowl Reader/Scorer	\$35.00
Track Workers	\$60.00
Volleyball Scorer/Timer	\$50.00
Cross Country Timer	\$35.00

If other interscholastic competitions are added during the duration of this contract, staff will be paid at an agreed upon rate consistent with established rates.

**ARTICLE VI  
EVALUATION**

**06.01 Job Description**

Each employee will be given a copy of his/her job description upon hiring or as requested. Evaluations of employees shall be based on the job descriptions. Job descriptions will not change without an interest-based discussion with the Employee and Association. All staff will maintain professional relations with colleagues, parents, and students.

**06.02 Employee Performance**

The Board and the Association recognize the importance of evaluating employee performance. If the Board of Education initiates any changes to the existing evaluation instruments, the Association must be allowed input regarding such changes. The criteria and evaluation procedures will be emailed to all staff and provided hard copy as requested by September 30th annually, so that employees will be advised of how they are to be evaluated.

**06.03 Evaluation Procedure**

Any change and/or revision in employee evaluation procedures must include employee input.

**ARTICLE VII**  
**DISCIPLINE/DISMISSAL/PROBATION**

**07.01 Probationary Employee/Support Staff**

New Employees and those hired after a break in continuous service with the Board will be regarded as probationary employees for the first sixty (60) working days and will receive no continuous service credit during such a period. Probationary employees may be laid off or discharged as exclusively determined by the Board, without cause and without recourse to the grievance procedure. Probationary employees continued in the service of the Board subsequent to the probationary period of sixty (60) days shall receive full and continuous service credit from date of original hiring or hiring after a break in continuous service with the Board.

**07.02 Just Cause**

No non-probationary employee shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, dismissal, reductions in rank and a loss of professional advantage. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the employee.

**07.03 Employee Suspension**

No employee shall be suspended with or without pay except for cause.

**ARTICLE VIII  
LEAVES**

**08.01 Association Leave**

The Association shall be entitled to nine (9) school days of Association leave per year for the purpose of sending representatives to IEA-NEA sponsored conferences, conventions, workshops, or Association business. Employees authorized by the Association to take such leave shall be released from duties without loss of pay or benefits, subject to the following:

- A. The Association shall give the Superintendent or designee written notice of the name(s) of the employee(s) authorized to take such leave, the date of such meeting, and the meeting involved at least ten (10) employment days in advance of the days such employee(s) shall be absent; and
- B. The Association shall reimburse the Board in an amount equal to the existing employee substitute for each leave day on which a substitute is actually employed; and
- C. No more than three (3) staff members may be absent on Association leave at the same time.

**08.02 Sick Leave**

- A. Each employee shall be entitled to sick leave based upon their service credit to the District as follows:

Years of Service	Sick Days Earned
0 - 10	Twelve (12)
11-20	Fifteen (15)
20+	Twenty (20)

At the start of employment, sick days will be prorated for any employee who will not work a complete school or fiscal year, whichever is consistent with the employee's assignment. On July 1 or the start of the school year in the next year, the employee will receive the full allotment as if they had worked a complete year.

Each certified employee shall be entitled to accumulate an unlimited number of sick leave days. They may only use up to the maximum number of days allowed by the

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Teacher's Retirement System (TRS) for retirement service credit. Employees will not be paid for unused sick days when separating service with the District.

Each support staff employee shall be entitled to accumulate an unlimited number of sick leave days. They may only use up to the maximum number of days allowed by the Illinois Municipal Retirement Fund (IMRF) for retirement service credit. Employees will be paid for unused sick days when separating service with the district.

Support staff employees who work less than five (5) days per week shall receive leave days based upon the percentage of number of days worked per week to the total annual allotment, as follows:

Days Worked Per Week	Percentage of Total Sick Leave
One (1)	20%
Two (2)	40%
Three (3)	60%
Four (4)	80%
Five (5)	100%

- B. "Sick Leave" shall be interpreted to mean personal illness, quarantine at home, serious illness in the immediate family or household, or birth, adoption, or placement for adoption (as defined by School Code). "Serious illness" as used herein, shall mean a life-threatening circumstance, medical emergency or major injury. Sick leave may also be used for medical appointments. The "immediate family" shall include, parents, spouse, fiancé/fiancée, brother, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- C. Sick Leave shall not be utilized for purposes of cosmetic surgery (except as such shall be reasonably incident to some other illness or disability and/or for any matter which may be reasonably postponed to a recess or vacation period).
- D. Employees will have online access to the amount of accumulated sick leave, personal leave and vacation time available for that school term. Information will be updated on the fifteenth (15th) and last business day of each calendar month.

08.03 Compassionate Leave

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Each member shall be entitled to up to three (3) bereavement days per incident to be used to attend the funeral of a member of his/her immediate family as defined in Section 24-6 of The School Code.

08.04 Personal Business Leave

Each member shall be entitled to two (2) days of personal business leave for matters which cannot be handled during non-school days or hours. Written notification of such leave shall be made to the Superintendent or designee at least five (5) employment days prior to the onset of such leave, provided in an emergency such application may be made at a later time with an explanation of such emergency.

Such leave shall be approved if not disapproved by the Superintendent or designee within three (3) days of receipt by the Superintendent or designee.

Such leave shall not be used at any time for participation in any work stoppage or collective bargaining dispute, or for an activity which will produce income for the employee. The first five (5) days and last fifteen (15) days of the school year shall not be available for personal leave, except in an emergency or for the purpose of transitioning a child, step-child, and/or legal guardian to/from college. In the event an employee utilizes a personal leave day during the periods identified in the preceding sentence that are not emergencies or for the purpose of transitioning a child, step-child, and/or legal guardian to/from college, pro rata shall be deducted from the employee's pay. Unused personal days shall accumulate as sick leave.

Unpaid personal leave cannot be requested until and unless all paid personal days and vacation days, if applicable, have been used.

08.05 Non-Paid Leaves of Absence

The Board may grant a leave of absence without pay to an employee for the purpose that it, in its discretion deems appropriate and beneficial to the School District for a period of up to one (1) school year upon such terms and conditions as the Board may elect. The granting, withholding or conditioning of such leave of absence shall not set a precedent with respect to any other request for such leave by such teacher or any other teachers.

Any employee taking such leave of absence shall notify the Administrator in writing not later than seventy-five (75) calendar days prior to the last day of school in the year the leave is taken, of the employee's intention to return to active employment for the following school year. In the absence of such notice, the District shall conclusively presume that the employee has chosen to terminate his/her employment in the District.

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Any Health insurance or other fringe benefits previously paid by the Board may be continued at the employee's expense by making the necessary premium payments in advance on a monthly basis.

08.06 Parental Leave

Members, upon application to the Board, shall be granted parental leave subject to applicable provisions of law. Members shall notify the Board of their desire to take parental leave as soon as possible beforehand but at least sixty (60) days prior to the start of the leave. The member may maintain insurance benefits by making timely payments due to the District's business office.

A. Any member desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying member to keep the Superintendent or designee informed on the status of the proceedings, and as soon as known, the attending school at the time the child is received (except kindergarten).

B. Nothing in this policy shall be construed as requiring any member to apply for a parental leave. A member not eligible for or not desiring parental leave may utilize accumulated sick leave during any period of disability related to pregnancy and/or to the delivery of the child. If such member shall have exhausted accumulated sick leave, the member shall be granted a leave of absence without pay or other benefits during such period of disability. Such member shall return to employment immediately following the termination of actual disability. The member may choose to use up to 20 days (4 weeks) of accumulated sick time beyond the period of disability. The District's sick bank process may not be used to extend a leave past the period of disability.

C. In the event of a stillbirth or death of a child within sixty (60) days of the date of birth, the Board may, in its discretion, permit the termination of a child-rearing leave upon the request of any member. The termination or non-termination of the leave shall not set a precedent with respect to any other request by such member or any other member.

08.07 Religious Holidays

Employees shall be allowed one (1) day without pay per year for required observance of a recognized religious holiday of the employee's faith when such observance is not possible outside working hours.

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08.08 Jury Duty and Other Related Appearances

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or Administrative matter, including requested attendance during an arbitration fact finding proceeding or Illinois Educational Labor Relations Board, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. Employees shall promptly submit to the Board any other expenditures.

08.09 Sick Day Donation

In the event an employee or their immediate family suffers a serious illness and has exhausted accumulated sick and personal leave, the other employees shall be allowed to contribute a maximum of three (3) sick leave days to said employee per school year. If multiple employees or their immediate family suffer a serious illness, the other employees shall be allowed to contribute a maximum of three (3) sick leave days to each of these sick employees or their immediate family per school year.

- A. Employees entitled to an approved Family Medical Leave Act leave who exhaust their available sick, personal, and (if applicable) vacation days may apply to use days donated for their colleagues' identified needs. Approval to access donated sick days will be reviewed with final approval by the Superintendent.
- B. Upon approval of an employee's request to access donated days, the Superintendent will inform staff of the request. Employees may choose to donate up to 3 sick leave days to offset the need identified and approved in (1) above. All days donated will be documented in a log with donor name and number of days donated.
- C. When an employee on approved medical leave accesses the donated days, days will be taken in first offered, first deducted order with one (1) day taken from each donor at a time. Additional days will be deducted in this same fashion until all donated days are exhausted. Should additional days be needed, another request for donations will be made by the Superintendent.
- D. Any sick days donated but not used by the employee will be returned to the donating employee at the end of the leave or the last day of the contract year, whichever comes first.

"Serious Illness" as used herein, shall mean a life-threatening circumstance or a medical emergency. The "Immediate family" shall include parent, spouse, fiancé/fiancée, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.



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08.10 Emergency School Closing-Leave Days

When the schools and school offices are officially closed by the Superintendent no leave days previously arranged by an employee will be deducted for such emergency days.

If schools are closed on a certain day due to emergency crises or Acts of God and are not subsequently made up, all support staff personnel shall be compensated as if they worked that day.

08.11 Attendance Bonus

With the exception of bus drivers, any employee who used no sick leave and no personal days in any school semester shall receive a bonus of eighty-five dollars (\$85.00). The bonus shall be paid on the first pay day following the end of the semester. Absence due to work related injury will not count against perfect attendance. This provision does not apply to summer work.

Bus drivers shall receive a bonus of fifty dollars (\$50.00) per month during the school term for perfect attendance from the previous month, and completion and submission of all walk-around bonus. The months of August/September shall be considered one (1) month and May/June shall be considered one (1) month. The bonus shall be paid on the first pay day of the following month. Absence due to work-related injury will not count against perfect attendance.

08.12 Holidays

All full-time employees shall receive as paid holidays the days identified as legal school holidays in Section 24.2 of The Illinois School Code. Employees may be required to work if their presence is required because of an emergency or for the continued operation and maintenance of school facilities and property.

To receive holiday pay an employee must work his/her full scheduled work day before and after the holiday.

Employees on authorized vacation shall be entitled to holiday pay if it falls during their vacation period. A vacation period is defined by at least two vacation days before and/or after the holiday, or one day before the holiday and one day after the holiday.

Employees shall be entitled to holiday pay if they take an authorized vacation day before or after  
July 4<sup>th</sup>.

Ten-month employees shall only be eligible for holiday pay during the ten (10) months of employment.

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08.13 Floating Holidays

If a holiday falls on a weekend, employees shall receive an extra day's pay if the day is not taken off with pay.

08.14 Vacation

All full year employees who have completed the following length of full-time service with the District shall receive a paid vacation in accordance with the following schedule:

Number of Full-Time Service Years	Number of Vacation Days
0 - 7	Ten (10)
8 - 15	Fifteen (15)
16 +	Twenty (20)

At the start of employment, vacation days will be prorated for any eligible employee who will not work a full fiscal year. On the following July 1, the employee will receive the full allotment for that year.

For staff who work variable work hour days (example: summer hours), if a vacation day is taken on a reduced hour work day, the employee will complete a timesheet for the difference in hours and will be paid in the next pay period for this time.

Eligible employees shall notify the Board or its designee of their requests for their paid vacation time as soon as feasible but in no event less than thirty (30) days in advance of the requested date(s). The Board or its designee may accept and grant requests for vacation with less than thirty (30) days notice on a case-by-case basis. The time allotted to an employee for a paid vacation will be established by the Board or its designee, and as such, will cause minimum interference with the Board's functions and the District's operations. Consistent with causing minimum interference with the Board's functions and the District's operations, employees will be given preference as to the time of their vacation on the basis of seniority.

In addition, vacation shall be limited to two (2) weeks at a time, during time students are in attendance, except as may be mutually agreed to between the employee and the Board or its designee.

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Unused vacation time will be rolled forward but must be used by July 31 of the next fiscal year.

All part-time or hourly employees shall receive payment only on days which they perform their assigned duty.

The chart below specifies work assignments for breaks and emergency days for all 10- and 12-month support staff employees:

	12-Month Employee	10-Month Employee
Insurance and Sick Leave	Yes	Yes
Paid Breaks	Yes	No
Work During Winter and Spring Breaks	Administrative Assistants - No Custodians -Yes	No
Work During Summer Break	Yes	No
Paid Snow Days and Special Closings	Yes	No
Work Snow Days and Special Closings	Administrative Assistants - No Custodians -Yes	No

## ARTICLE IX CONDITIONS OF EMPLOYMENT

### 09.01 Working Conditions

The Board shall maintain reasonable safe, hazard-free, and sanitary working conditions for all employees within the fiscal capabilities of the District and within the physical capabilities of the building. The Board will provide continuous monitoring of such conditions.

### 09.02 Traveling Employees

Staff members who travel between buildings will be assigned one building of record, typically where the majority of time is spent. The building principal at the building of record shall be the main supervisor and the other principal will have input. The staff member shall be responsible for meeting with the other principal to gain information necessary to perform the staff member's job. The staff member will only be responsible for attending functions at the building of record. In the event the staff member's responsibilities result in other obligations (e.g., music performances) that staff member shall attend those meetings as part of his/her regular assignment except this shall not require attendance at more than one (1) open house. It is expressly understood that musical performances do not constitute an open house.

### 09.03 Assistance for Control and Discipline of Students

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area.

### 09.04 Equipment

Employees shall notify the Board, through the Superintendent, of the need for equipment necessary for the employees to actually perform their assigned work. Subject to its determination that the equipment is needed, the Board shall provide the identified equipment.

### 09.05 Field Trip Requests

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All field trip requests made by staff shall be approved or denied in writing within one (1) week from the date they are submitted to the administration. At the time of approval, the trip shall be added to the field trip list for the monthly bus driver meeting. All field trip requests must be submitted to the appropriate building administrator no later than two (2) weeks prior to the monthly bus driver meeting.

09.06 Break Period

Employees shall be permitted to leave their building during any break period or lunch period provided they inform the building administrative assistant.

09.07 Mileage Reimbursement

Employees shall receive reimbursement for job related mileage at the IRS rate in effect at the time of travel.

09.08 Professional Growth and Development

Employees wishing to take job related coursework or training or coursework in the field of education may be eligible for the reimbursement of job related coursework. The employee must obtain prior approval for the coursework or training, demonstrate satisfactory completion of the training through the presentation of a transcript, and present a canceled check or receipt in support of the request for reimbursement (\$250 cap per annum).

09.09 In-Service Training

The Association and Administration will develop a schedule of in-service training programs based on the needs of the District. Staff will be required to attend any training deemed relevant and necessary during their regularly scheduled work hours as assigned by the Administration. Any required training(s) outside the employee's normal working hours will be paid at the specified curriculum rate or the employee's regular hourly rate.

09.10 Building Agenda Meeting

To ensure building level communication, teachers are expected to attend monthly staff meetings (Agenda Meetings) totaling one (1) hour per month. This is protected time in which no clubs or alternate activities can be scheduled with the exception of Lotus certified staff who sponsor a club, activity, or sport at Stanton that conflicts with the planned Lotus meeting time.

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**ARTICLE X  
SENIORITY**

**10.01 Definition of Seniority**

Seniority shall be defined as the length of service within the District as a member of the bargaining unit, with the exclusion of approved leaves. Accumulation of seniority shall begin from the employee's first date of hire. The first date of hire of an employee is the date the Board formally votes to approve the hire of said employee. In the event that more than one individual employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

**10.02 Maintaining and Posting of Seniority Lists**

The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district by February 1<sup>st</sup> each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association President and distributed to all District #114 buildings.

**10.03 Loss of Seniority**

An employee will lose seniority in the following instances:

- Resignation
- Dismissal for Cause
- Retirement
- Expiration of the one-year recall period after a reduction-in-force under Section 10-23.5 of The School Code (105 ILCS 5/10-23.5)

**10.04 Support Staff Seniority Categories**

Categories/classifications for employees shall be:

Paraprofessional <ul style="list-style-type: none"><li>• No Bachelor's Degree</li><li>• Bachelor's Degree</li></ul>	Food Service <ul style="list-style-type: none"><li>• Kitchen Support</li><li>• Kitchen Lead</li></ul>
Administrative Assistant <ul style="list-style-type: none"><li>• No Bachelor's Degree</li><li>• Bachelor's Degree</li></ul>	Transportation <ul style="list-style-type: none"><li>• Bus Driver</li><li>• Bus Aide</li><li>• Van Driver</li></ul>
Maintenance	Custodian

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10.05 Layoff-Support Staff

In the event of a layoff, the full time employee or employees in the particular job classification or job classifications affected, who have the least seniority shall be laid off. However, each employee shall have the right to displace an employee in another job classification who has less seniority, provided the move senior employee must have the qualification, skill and ability to satisfactorily perform the work of the less senior employee. Employees will be recalled in the reverse order in which they were laid off, provided that in order to be so recalled the employee must have the qualifications, skill and ability to satisfactorily perform the available work.

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**ARTICLE XI**  
**COMPENSATION AND FRINGE BENEFITS**

**11.01 Wages**

Refer to Appendices A and B for salary details for the duration of this agreement.

**Certified Staff-**

Each certified staff member will receive the salary consistent with their step (row) and lane (column) of the attached salary schedules. Using the attached salary schedules, all certified staff members will receive one step per school year beginning in the 2020-2021 school year, and continuing to receive step increases in each of the following three school years: 2021-2022, 2022-2023, 2024-2025.

All certified staff members who have reached longevity will receive annual salary increases as follows:

	Per Year
BA	\$750
BA+15	\$750
MA	\$1,100
MA+15	\$1,100
MA+30	\$1,100

Certified staff members who intend to retire and submit written notification on or before February 1 of the year prior to receiving any bonus shall receive an annual 6.0% increase for the last 3 years of employment. Under no circumstances shall these employee's compensation exceed 6.0% over the prior year. (See 11.10 Retirement Benefits-Certified Staff.)

**Support Staff-**

All support staff members who return shall receive a salary increase of \$0.60 per hour in each of the following school years 2020-2021, 2021-2022, 2022-2023, 2023-2024.



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11.02 Payroll Checks

Payroll checks shall be issued twenty-four (24) times per year on the 15<sup>th</sup> and the last day of each calendar month. Should a regular payroll date fall on a Saturday, Sunday, holiday, or school break (excluding summer recess), payroll checks shall be issued the last working day prior to the regular payroll date.

The first payroll check of each contract year for certified staff and all non-twelve month, non-certified staff, shall be issued on the second payroll date in August.

Certified staff shall have their required contribution withheld from their wages in accordance with Illinois state statute and the Teacher's Retirement System (TRS) for all twenty-four (24) payroll checks.

11.03 Insurance

- A. The District shall maintain group health/medical, dental, and vision insurance for certified employees and full-time support staff employees, no less comprehensive in coverage than the plan in effect for the previous contract.
- B. The District shall provide each certified employee and full-time support staff employee with a term life insurance policy for \$20,000.
- C. The District shall establish a Flexible Benefit Plan. Such plan shall be for medical or medical-related premiums, dental premiums, medical or medical-related expense reimbursement benefits, and dependent care reimbursement benefits.
- D. If requested by either party, the Board and the Association shall appoint two (2) members each to serve on a joint insurance committee to meet for the purpose of studying options available in the areas of insurance coverage. If, after researching alternative options, both members of either party would like to make a change from current insurance options, all options will be presented to district employees and coverage will be determined by a majority vote.
- E. The open enrollment period shall be set by the insurance provider(s) for the district. Notification of the open enrollment shall be sent to all employees via email as well as in district mailboxes. Employees shall have at least 30 days from the first notification until the close of open enrollment. New employees shall have thirty (30) days from the first day of employment to enroll in the insurance program.

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- F. The Board shall contribute the following monthly payments on behalf of each employee's health insurance premium.

Annual salary of \$25,000 or more	\$464
Annual salary of \$24,999 or less	\$496

- G. The Board shall contribute the total cost of each employee's dental insurance premium and vision discount programs. Employees can choose to decline this coverage so long as the waiver is express or clearly implied from the union members' acts or conduct.
- H. All employees scheduled to work at least twenty (20) hours per school week are eligible for insurance benefits. If, as a result of a District directed assignment change, an employee is scheduled to work less than twenty (20) hours per school week, said employees shall still be eligible for insurance benefits with no loss of benefits.
- I. In the event the Affordable Care Act ("ACA") causes any new taxes, fines or penalties against the District as a result of the plan, the parties agree to reopen the contract solely on the issue of the insurance plan and to negotiate changes to the plan design in order to avoid such taxes, fines or penalties. If after good faith bargaining the parties are unable to reach agreement on plan changes that avoid such taxes, fines or penalties, then the Board reserves the right to make changes to the plan in the narrowest manner as to avoid such taxes, fines or penalties.

**11.04 Coursework Reimbursement**

- A. The Board will annually reimburse each teacher \$1,500.00 toward tuition and fee costs for successfully completed graduate-level coursework or coursework related to the attainment of a certificate endorsement. If the teacher leaves District 114 within two (2) years of receiving reimbursement for said coursework, the teacher will repay the district an amount equal to the actual reimbursement received within this (2) year period (maximum of \$3,000.00), unless the teacher is leaving due to retirement, dismissal for cause, or non-renewal of contract by the Board of Education. The teacher must receive written approval from the Superintendent prior to July 1 and before enrolling in a course that will be submitted for reimbursement.
- B. The Board will reimburse each support staff member up to \$750.00 annually for successfully completed coursework or relevant workshop attendance. If the support staff member leaves District 114 within two (2) years of receiving reimbursement for said coursework or workshop attendance, the employee, will repay the district an amount equal to the actual reimbursement received within this two (2) year period

(maximum of \$1,500.00), unless the employee is leaving due to retirement, dismissal for cause, or non renewal of contract by the Board of Education. The employee must receive written approval from the Superintendent prior to July 1 and before enrolling in a course or workshop that will be submitted for reimbursement.

Reimbursement will be paid within thirty (30) calendar days after receipt of appropriate evidence of successful completion by transcript or grade report.

**11.05 Part-Time Teacher's Benefits**

With regard to regularly employed part-time teachers, compensation and all economic benefits accruing to full-time teachers pursuant to this Agreement shall be prorated, except health/medical and dental insurance.

**11.06 Extra Class-Overload**

The teachers shall maintain a professional work day. In addition to the teaching day, the teacher will be at the school before and after the work day for a sufficient amount of time to fulfill their professional responsibilities.

Any teacher, who teaches an extra class over and above the assigned class load for that teacher's grade level, shall receive a stipend. The stipend shall be an increase of the base salary by a percentage equal to the percentage of increased teaching time.

Scheduling will be a joint effort of the administration and the Association so as to assure teacher concerns will be addressed, including but not limited to the following:

- Class size
- Preparation time
- Number and length of periods
- Plan period

**11.07 Salary Schedule Placement**

**A. New Hires:**

Teachers - All new employees shall be placed on the salary schedule at a step commensurate with education and experience; provided, however, that such an employee is not placed at a step higher than current employees with equal education and experience.

Support Staff - No new employee shall be paid at a higher rate than someone within the same classification unless, at the sole discretion of the Superintendent, as affirmed by the Board of Education, the new hire has demonstrated greater experience or qualifications than the current employee(s). The schedule for new hires is attached as Appendix B.

B. Administrators:

If an administrator becomes part of the bargaining unit, he or she will be placed on the certified salary schedule on the Step which corresponds to years of experience, and in the Lane which reflects the current level of education.

11.08 Horizontal Salary Schedule Advancement

Coursework Pre-approval: The Superintendent or designee must pre-approve coursework for credit towards horizontal salary schedule movement per the following standards. Coursework must meet at least one of the following requirements:

- A. Relevant to teaching assignment
- B. Beneficial to the district
- C. In major/minor field of study
- D. In education administration
- E. Towards National Board Certification, or
- F. Towards new certification

11.09 Lane Movement

Teachers who present an official transcript for properly approved coursework no later than October 15<sup>th</sup> shall be eligible for salary schedule advancement for the entire year. Employees must serve notice of intent to change lanes by July 1 of the fiscal year of the intended lane change.

Teachers who present an official transcript for properly approved coursework no later than January 15<sup>th</sup> shall be eligible for salary schedule advancement for the second half of the school year. Employees must serve notice of intent to change lanes by July 1 of the fiscal year of the intended lane change.

11.10 Retirement Benefits-Certified Staff

The Board may limit the number of teachers who retire under the Early Retirement Without Discount Option of the Illinois Pension Code, 40 ILCS 5/16-133.2, in any year to 10% of those eligible, with the right to participate to be determined among those applying on the basis of seniority in the service of the District.

- A. A teacher with at least ten (10) consecutive years of teaching service in the District who, up to three (3) years in advance of his/her retirement, submits written, irrevocable notice to the Superintendent of his/her intent to retire at the end of the school term during which he/she first becomes eligible to retire under the Early Retirement Without Discount Option of the Illinois Pension Code, 40 ILCS 5/16-133.2, shall receive an increase of the lesser of 6%, or any limitations provided by state statute, over his/her prior year's creditable earnings in up to each of his/her final three

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years of employment. If the increase is 6%, such increase shall be inclusive of any scheduled salary increase to which the teacher may have otherwise been eligible and any other creditable earnings provided under this Agreement, including, without limitation, extra-curricular stipends, horizontal pay increase, or internal substitution pay. In addition, if the teacher is required to make an "early out" contribution, the Board shall contribute two hundred fifty dollars (\$250) per year of teaching service to the District for purposes of the employee contribution.

- B. In order to be eligible for this benefit, teachers must submit a written request to the Superintendent on or before February 1<sup>st</sup> prior to the intended retirement. The request must be accompanied by a letter of resignation effective at the end of the school year in which the request is made. In the event more than three (3) eligible teachers request the benefit, the least senior teacher may rescind his or her retirement, and shall be eligible for this benefit in the following year. Any teacher who has given notice of their retirement on or before February 1 as provided herein shall receive the benefits that are in existence on the date of such notice, notwithstanding that actual payment of benefits may occur one year after the term the current contract expires.
- C. In order to be eligible for this benefit, teachers must submit a written request to the Superintendent on or before February 1<sup>st</sup> prior to the intended retirement. The request must be accompanied by a letter of resignation effective at the end of the school year in which the request is made. In the event more than three (3) eligible teachers request the benefit, the least senior teacher may rescind his or her retirement, and shall be eligible for this benefit in the following year. Any teacher who has given notice of their retirement on or before February 1 as provided herein shall receive the benefits that are in existence on the date of such notice, notwithstanding that actual payment of benefits may occur one year after the term the current contract expires.

**11.11 IMRF Shelter and Contributions**

According to the authority granted by the Pension Reform Act of 1974--Section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136.111 Revised Stat. 1981, Chapter 108 1/2 Para. 7-173.2, the Board agrees to pay out of the salary schedule four and one-half percent (4.5%) of each employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each employee as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion, or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

**11.12 Retirement**

Support staff with at least fifteen (15) years or more of continuous full-time service to the District who retire under the provisions of the Illinois Municipal Retirement Fund (TMRF)

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system shall have their basic compensation increased by the lesser of 6%, or any limitations provided by state statute, in each of their final three years. This retirement benefit is inclusive of any and all increases and therefore will not exceed 6% annually. The retiring staff member must notify the Superintendent in writing, three years preceding the staff member's final year of employment, of his or her intent to retire by February 1.

Any eligible support staff member who has given notice of their retirement on or before February 1, and as provided herein shall receive the benefits that are in existence on the date of such notice, notwithstanding the actual payment of benefits may occur up to two years after the term of the current contract expires.

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**ARTICLE XII**  
**CERTIFIED STAFF EMPLOYEES**

**12.01 Teacher Work Year**

The normal teacher work year shall not exceed one hundred eighty (180) days per school term. If a teacher is required to teach more than one hundred eighty (180) days during the school term, the teacher shall be paid 1/180th of the teacher's salary for each day in excess of one hundred eighty (180).

**12.02 Class Size**

The Board and the Association agree that reduced classes are desirable to maximize individualized instruction and increase potential for achievement and learning.

If requested by the Administration or the Association, a committee of six (6) people, three (3) to be appointed by the administration and three (3) to be appointed by the Association, will meet to review any asserted problems in class size and to make recommendations to the Board of Education for remedies and/or assistance. The meeting process shall be promptly implemented when a class reaches twenty seven (27) students, excluding P.E., and at that time will also include the affected teacher(s) and the principal(s).

Upon request the Association President or designee shall receive a copy of the prepared class size final report as of September 30th for the first semester, and February 8th for the second semester, when completed. This report shall include a breakdown, by school, of class sizes at each grade level and department.

**12.03 Maintenance of Standards**

- A. All classes will be taught by an appropriately licensed employee unless a candidate cannot be found, in which case, the Administration will determine the most qualified candidate to fill the given position.
- B. Planning and lunch periods for certified employee staff will be determined by building schedule with a minimum of 400 minutes per week. The 400 minutes per week shall include both planning and lunch periods. Building administration will seek Association input on scheduling.
- C. Teachers within a specific building that have more planning time due to scheduling circumstances will be assigned appropriate instructional tasks by the building administrator during the excess planning time. "Excess planning time" is defined as

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time above and beyond 400 minutes of planning and lunch, as indicated in section B above.

**12.04 Supply Money**

Teachers may request reimbursement for instructional supplies purchased for the classroom up to \$200 per year. For the PE Department and each Exploratory class at each building, this amount shall be \$1000 per year. Expenditures must be pre approved by the Building principal. Such approval shall be at the sole discretion of the Superintendent or designee. If approval is denied, the teacher shall be provided with a reason for the denial. Materials purchased under this provision shall remain the property of the District. Except for arrangements pre-approved by the District in accordance with Board policies, employees are expected to use the equipment, computers, phones, fax, office/workspace, supplies, software and network/email access provided by, made accessible by or purchased by the District in the performance of their duties. Certified staff members may access this benefit in one of the three methods listed below;

A. Use online ordering processes as defined by the District.

B. Submit receipts for reimbursement with reimbursement approval given by the Building

Principal. Receipts must be approved by December 1 of each school year to qualify for reimbursement.

C. Complete a purchase order, receive approval from the Building Principal and order material from a single vendor; (e.g., School Specialty). The approved purchase order must be submitted to the Business no later than October 1 - where it is matched with the vendor invoice and paid.

**12.05 Convention, Workshop, and Conference Attendance**

The Board agrees to set aside at least five thousand dollars (\$5,000) per year for attendance at workshops, conferences, clinics, and conventions. The Board values staff participation in ongoing professional development and agrees to set aside funds comprised of grant-specified amounts and locally budgeted funds for attendance at workshops, clinics, conferences, and conventions. Staff will provide requests for attendance to the building principal for initial approval and the Superintendent for final approval. Any teacher who is denied the opportunity shall be given a written reason for the denial. The money is not available for attendance at Association offered conferences or Association sponsored meetings.

**12.06 Assuming Another Teacher's Class**



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A teacher who assumes responsibility for another teacher's class shall be compensated \$30.00 per class period, providing that the substituting teacher performs this duty during his/her preparation time or other free time.

**ARTICLE XIII**  
**SUPPORT STAFF EMPLOYEES**

**13.01 Substitution**

Teacher Assistants shall not be required to teach or perform substitute teaching duties without proper certification. If a Teacher Assistant with proper certification performs substitute teaching duties, the Teacher Assistant shall be paid in accordance with the substitute teacher salary schedule under applicable

Board policy or at their current hourly rate, whichever is higher. In the event a teacher is absent, the Administrator will make a good faith effort to secure a substitute.

**13.02 Work Day/Week-Support Staff**

A. All first year employees will work an eight (8) hour day, except as may be otherwise noted herein.

B. Employees (except bus drivers) who work four (4) or five (5) hours on assigned work days shall receive one 30-minute duty-free unpaid lunch and one 15-minute paid break. Employees who work six (6) hours or more shall receive one 30-minute duty-free unpaid lunch and two 15-minute paid breaks.

**13.03 Overtime-Support Staff**

All overtime shall require administrative pre-approval unless circumstances necessitate the overtime (e.g. inclement weather or accident on a bus route). Extending circumstance overtime pay requests must be approved by Administration before payment is issued.

A. All employees classified as "non-exempt" under the Federal Wage and Hour Law will be paid overtime at the rate of 1.5 times their regularly rate for all hours worked in excess of 40 hours per week.

**B. Sunday and Holiday Overtime**

All work on Sunday or holidays (overtime or not) will be compensated at two times the employee's normal rate of pay.

C. Overtime opportunities will be offered to qualified employees on a rotational basis within each category and by school site. The Administration at each site will monitor the rotation. Per section 13.13, this will not apply to transportation staff.

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**13.04 Compulsory Meetings-Support Staff**

Meetings for employees, outside of regular work hours, at which attendance is required, shall be considered working time. Payment for attendance at such required meetings shall be a minimum of one-half ( $\frac{1}{2}$ ) hour. Time shall be calculated in  $\frac{1}{4}$  hr. increments after the first half-hour.

**13.05 Summer Hours/Summer Work Week-Support Staff**

Support staff are paid commensurate with the number of hours they work during the summer.

**13.06 Call-Back Pay-Support Staff**

An employee who has completed his/her regularly scheduled shift and has left the premises, and who returns to work at the direction of the Board or administration at a time when the employee is not regularly scheduled to work, shall receive pay for the travel time and actual time on the job at the rate of one and one half ( $1\frac{1}{2}$ ) times the employee's regular straight time hourly rate of pay. A minimum submission to call back is one and one-half ( $1\frac{1}{2}$ ) hours.

**13.07 Crossing Guards**

The Board will pay up to two (2) crossing guards, a fuel stipend of \$10.00 each, per month, during the months of November, December, January, February, and March.

**BUS/VAN DRIVERS AND AIDES**

**13.08 Monitoring of Buses**

The Board will provide aides on buses when a specific student safety need is identified by the Administration.

**13.09 Drivers**

The Board will reimburse employees for the cost of the Bus Driver's permit issued by the Regional Superintendent of Schools.

Drivers who provide training to new employees will be paid their straight-time rate for such training being provided.

New probationary drivers will be paid for ten (10) hours of training time. If additional time is needed it must be pre approved by the Director of Transportation. Reimbursement will be paid only when the Driver has successfully completed his/her probationary period.

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No later than July 1st annually, the Association shall initiate a meeting with the Superintendent or designee to voice any concerns regarding route configurations, student pick-up, and delivery.

The Board agrees that any time a mini-bus or a full-size is used for transportation purposes, the driving assignment will be first offered to a member of the District driving staff. However, if in the Superintendent or assignees judgement, the District's transportation needs exceed either the availability of District buses or District drivers on a particular day, the Superintendent or designee may opt to contract outside of the bargaining unit for that particular instance.

In the event a previously assigned route becomes available, the route shall first be offered to the most senior bus driver before being assigned.

13.10 School Van Driver Assignment

If a CDL licensed driver is assigned to drive a school van, he or she will be compensated at their current Bus Driver rate of pay.

13.11 First Aid Training

The District shall provide first aid training at the beginning of each year for all bus drivers. This training will be required yearly.

Drivers shall be compensated at their regular rate of pay for time spent in such training.

Additional first aid training for playground supervisors, secretaries, and office clerks who come in contact with injured students will be provided; they will be compensated at their regular rate of pay for time spent in such training. Such training shall be provided at the beginning of each school year.

13.12 Bus Drivers' Time

Bus drivers shall receive a minimum of one (1) hour's pay for extra driving.

For all trips above and beyond regular bus routes taking place at indoor facilities, regardless of distance or duration, drivers will have the option to stay with the bus. If they choose to stay, they will remain with the bus on property (if permitted). Time will be paid at the driver's hourly rate.

For student safety, for all trips above and beyond regular bus routes taking place at outdoor facilities, regardless of distance or duration, drivers are required to remain with the bus on the property (if permitted). Time will be paid at the driver's hourly rate.

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For any overnight trip, bus drivers will be paid a minimum of eight hours per day (inclusive of guaranteed if on a weekday) or drive time, whichever is greater. A meal allowance will be provided per GSA guidelines:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

All lodging costs will be paid by the District.

13.13 Bus Driver After School Events and Extra Field Trip Assignments

No less than monthly, all bus driver extra trip opportunities shall be posted. In order of seniority, most senior first, the driver shall have the opportunity to sign up for one (1) of the posted extra trips. Then, the same process shall follow for each next less senior bus driver. When all drivers have had their opportunity to select an extra trip, the process will begin again until all extra trips have been filled.

13.14 Driver Education/Licensure

For those employees who drive school buses, the District shall pay the tuition cost of the Driver Education Refresher Course. The District will provide a payment of forty-five dollars (\$45.00) to the driver for attendance at the Driver Education Refresher Course.

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**ARTICLE XIV  
EFFECT OF THE AGREEMENT AND DURATION**

- 14.01 Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed, shall not be inconsistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 14.02 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.
- 14.03 It is expressly understood and agreed that all functions, rights, powers, or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board.
- 14.04 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 14.05 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties. Therefore, the Board and Association for the life of this Agreement each voluntarily and unqualifiedly waive any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter contained herein. However, it is understood by the Board and the Association that if any new initiatives affecting wages, benefits or working conditions are proposed during this Agreement, then impact bargaining must take place prior to implementation.
- 14.06 During the term of this Agreement the Association will not strike and the Board will not lock out employees.
- 14.07 THIS AGREEMENT shall be effective as of July 1, 2020 and shall continue in effect until June 30, 2024. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

Fox Lake School District 114 and the Education of Association of Fox Lake, IEA-NEA  
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EDUCATION ASSOCIATION OF  
FOX LAKE, IEA-NEA

BOARD OF EDUCATION,  
FOX LAKE SCHOOL DISTRICT #114  
LAKE COUNTY, ILLINOIS

By: \_\_\_\_\_  
Melissa Williams, President July 1, 2020

*Jakstas MJ*

Attest: \_\_\_\_\_  
July 1, 2020

By: \_\_\_\_\_  
Matthew Dabrowski, President July 1, 2020

Attest: \_\_\_\_\_  
July 1, 2020

Fox Lake School District 114 and the Education of Association of Fox Lake, IEA-NEA  
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**APPENDIX A**

<b>2020-2021 - Certified Staff Salaries</b>					
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$33,144	\$35,333	\$38,570	\$40,075	\$41,850
2	\$34,216	\$36,477	\$39,694	\$41,260	\$43,127
3	\$35,308	\$37,624	\$40,821	\$42,459	\$44,420
4	\$36,413	\$38,782	\$41,957	\$43,669	\$45,683
5	\$37,516	\$39,943	\$43,101	\$44,887	\$46,986
6	\$38,638	\$41,106	\$44,240	\$46,119	\$48,322
7	\$39,778	\$42,268	\$45,369	\$47,339	\$49,653
8	\$40,935	\$43,421	\$46,484	\$48,574	\$51,021
9	\$42,108	\$44,567	\$47,585	\$49,796	\$52,382
10	\$43,299	\$45,705	\$48,669	\$51,026	\$53,781
11	\$44,502	\$46,828	\$49,729	\$52,241	\$55,164
12	\$45,722	\$47,937	\$50,771	\$53,493	\$56,588
13	\$46,956	\$49,029	\$51,787	\$54,634	\$57,996
14		\$50,100	\$52,821	\$55,859	\$59,440
15		\$51,149	\$53,854	\$57,088	\$60,866
16		\$52,172	\$54,907	\$58,345	\$62,325
17			\$55,958	\$59,575	\$63,762
18			\$57,028	\$60,804	\$65,172
19			\$58,090	\$62,028	\$66,552
20			\$59,175	\$63,250	\$67,899
21			\$60,252	\$64,435	\$69,207
22			\$61,353	\$65,613	\$70,476
23			\$62,442	\$66,782	\$71,700
24			\$63,551	\$67,939	\$72,877
25			\$64,652	\$69,053	\$74,004
26			\$65,771	\$70,151	\$75,077
27			\$66,879	\$71,141	\$76,093
28			\$68,007	\$72,300	\$77,052
29			\$69,120	\$73,314	\$77,946



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<b>2021-2022 - Certified Staff Salaries</b>					
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$34,576	\$36,110	\$39,419	\$40,956	\$42,771
2	\$34,968	\$37,280	\$40,568	\$42,168	\$44,076
3	\$36,085	\$38,452	\$41,719	\$43,393	\$45,397
4	\$37,214	\$39,635	\$42,880	\$44,630	\$46,688
5	\$38,341	\$40,822	\$44,049	\$45,875	\$48,020
6	\$39,488	\$42,010	\$45,214	\$47,133	\$49,385
7	\$40,653	\$43,198	\$46,367	\$48,380	\$50,745
8	\$41,836	\$44,376	\$47,506	\$49,642	\$52,144
9	\$43,035	\$45,548	\$48,632	\$50,891	\$53,534
10	\$44,252	\$46,710	\$49,739	\$52,149	\$54,964
11	\$45,481	\$47,858	\$50,824	\$53,390	\$56,378
12	\$46,728	\$48,992	\$51,888	\$54,669	\$57,833
13	\$47,989	\$50,108	\$52,926	\$55,836	\$59,272
14		\$51,203	\$53,983	\$57,088	\$60,747
15		\$52,274	\$55,039	\$58,344	\$62,205
16		\$53,320	\$56,115	\$59,629	\$63,696
17			\$57,189	\$60,886	\$65,164
18			\$58,282	\$62,142	\$66,606
19			\$59,368	\$63,393	\$68,016
20			\$60,477	\$64,641	\$69,392
21			\$61,578	\$65,853	\$70,729
22			\$62,702	\$67,057	\$72,027
23			\$63,816	\$68,251	\$73,278
24			\$64,949	\$69,434	\$74,480
25			\$66,074	\$70,573	\$75,632
26			\$67,218	\$71,694	\$76,729
27			\$68,350	\$72,707	\$77,767
28			\$69,503	\$73,891	\$78,747
29			\$70,641	\$74,927	\$79,661

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<b>2022-2023 - Certified Staff Salaries</b>					
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$37,076	\$37,724	\$40,247	\$41,816	\$43,669
2	\$37,724	\$38,063	\$41,420	\$43,053	\$45,002
3	\$38,372	\$39,259	\$42,595	\$44,304	\$46,351
4	\$39,021	\$40,467	\$43,781	\$45,567	\$47,669
5	\$39,669	\$41,679	\$44,974	\$46,838	\$49,029
6	\$40,317	\$42,892	\$46,163	\$48,123	\$50,422
7	\$41,507	\$44,105	\$47,340	\$49,396	\$51,811
8	\$42,714	\$45,308	\$48,504	\$50,685	\$53,239
9	\$43,939	\$46,504	\$49,653	\$51,960	\$54,658
10	\$45,181	\$47,691	\$50,784	\$53,244	\$56,118
11	\$46,436	\$48,863	\$51,891	\$54,511	\$57,562
12	\$47,709	\$50,020	\$52,978	\$55,817	\$59,048
13	\$48,997	\$51,160	\$54,038	\$57,009	\$60,517
14		\$52,278	\$55,117	\$58,287	\$62,023
15		\$53,372	\$56,195	\$59,569	\$63,512
16		\$54,440	\$57,293	\$60,881	\$65,033
17			\$58,390	\$62,165	\$66,533
18			\$59,506	\$63,447	\$68,004
19			\$60,615	\$64,724	\$69,444
20			\$61,747	\$65,998	\$70,850
21			\$62,871	\$67,236	\$72,215
22			\$64,019	\$68,465	\$73,539
23			\$65,156	\$69,684	\$74,817
24			\$66,313	\$70,892	\$76,044
25			\$67,462	\$72,055	\$77,220
26			\$68,629	\$73,200	\$78,340
27			\$69,785	\$74,233	\$79,400
28			\$70,963	\$75,443	\$80,400
29			\$72,124	\$76,501	\$81,334

Fox Lake School District 114 and the Education of Association of Fox Lake, IEA-NEA  
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<b>2023-2024 - Certified Staff Salaries</b>					
Step	BA	BA+15	MA	MA+15	MA+30
1	\$40,000	\$40,546	\$41,092	\$42,695	\$44,586
2	\$40,516	\$41,062	\$42,289	\$43,958	\$45,947
3	\$41,032	\$41,578	\$43,489	\$45,235	\$47,324
4	\$41,548	\$42,094	\$44,700	\$46,524	\$48,670
5	\$42,064	\$42,554	\$45,919	\$47,822	\$50,058
6	\$42,580	\$43,793	\$47,133	\$49,134	\$51,481
7	\$43,095	\$45,031	\$48,335	\$50,434	\$52,899
8	\$43,611	\$46,259	\$49,522	\$51,749	\$54,357
9	\$44,861	\$47,481	\$50,696	\$53,051	\$55,806
10	\$46,130	\$48,693	\$51,850	\$54,362	\$57,297
11	\$47,411	\$49,889	\$52,981	\$55,656	\$58,771
12	\$48,711	\$51,071	\$54,090	\$56,990	\$60,288
13	\$50,026	\$52,235	\$55,172	\$58,206	\$61,788
14		\$53,376	\$56,274	\$59,511	\$63,325
15		\$54,493	\$57,375	\$60,820	\$64,845
16		\$55,583	\$58,496	\$62,159	\$66,399
17			\$59,616	\$63,470	\$67,930
18			\$60,756	\$64,779	\$69,433
19			\$61,888	\$66,083	\$70,902
20			\$63,043	\$67,384	\$72,337
21			\$64,191	\$68,647	\$73,731
22			\$65,364	\$69,903	\$75,083
23			\$66,524	\$71,147	\$76,388
24			\$67,706	\$72,381	\$77,641
25			\$68,878	\$73,568	\$78,842
26			\$70,071	\$74,737	\$79,985
27			\$71,251	\$75,792	\$81,068
28			\$72,453	\$77,027	\$82,089
29			\$73,639	\$78,107	\$83,042

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**APPENDIX B**

**2020-2024 Support Staff Starting Pay**

Custodian		
2020-2021	Custodian	\$13.00
2021-2022	Custodian	\$13.00
2022-2023	Custodian	\$13.00
2023-2024	Custodian	\$14.00

Maintenance		
2020-2021	Maintenance	\$20.00
2021-2022	Maintenance	\$20.00
2022-2023	Maintenance	\$20.00
2023-2024	Maintenance	\$20.00

Administrative Assistant		
2020-2021	No Degree	\$11.50
	Bachelor's Degree	\$15.00
2021-2022	No Degree	\$12.00
	Bachelor's Degree	\$15.00
2022-2023	No Degree	\$13.00
	Bachelor's Degree	\$15.00
2023-2024	No Degree	\$14.00
	Bachelor's Degree	\$15.00

Food Service		
2020-2021	Kitchen Support	\$11.50
	Kitchen Lead	\$13.50
2021-2022	Kitchen Support	\$12.00
	Kitchen Lead	\$14.25
2022-2023	Kitchen Support	\$13.00
	Kitchen Lead	\$15.00
2023-2024	Kitchen Support	\$14.00
	Kitchen Lead	\$15.00

Transportation		
2020-2021	Bus Aide	\$11.00
	Van Driver	\$13.00
	Bus Driver	\$18.00
2021-2022	Bus Aide	\$12.00
	Van Driver	\$14.00
	Bus Driver	\$18.25
2022-2023	Bus Aide	\$13.00
	Van Driver	\$15.00
	Bus Driver	\$18.50
2023-2024	Bus Aide	\$14.00
	Van Driver	\$16.00
	Bus Driver	\$18.75

Paraprofessional*		
2020-2021	No Degree	\$11.50
	Bachelor's Degree	\$15.00
2021-2022	No Degree	\$12.00
	Bachelor's Degree	\$15.00
2022-2023	No Degree	\$13.00
	Bachelor's Degree	\$15.00
2023-2024	No Degree	\$14.00
	Bachelor's Degree	\$15.00
*Any paraprofessional working in place of a Library Media Specialist will earn an additional \$0.50/hour to all regularly scheduled hours.		

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 21st day of April, 2020, between the Board of Education of Fox Lake Grade School District 114 (Board) and the Educational Association of Fox Lake (EAFL) as a result of discussions between the Board and the EAFL regarding Section 0.5.06; specifically with regard to extra duty stipends. As a result of discussions between the Board and EAFL, the parties agree as follows:

### **I. Committee to review the appropriateness of all stipends**

Effective with the ratification of the collective bargaining agreement, an ad hoc study group (Committee) shall be established to review, study, consider, and make recommendations regarding all stipends paid to members of the faculty and staff.

### **II. Committee's Charge**

The parties acknowledge and agree that the committee's charge shall be to ensure:

- The activities associated with the stipends meet the needs of the District,
- The process by which stipends are proposed, applied for, and considered for approval.
- The compensation level of the stipends are commensurate with the work performed and/or hours required to complete the assignment.

### **III. Committee Tasks**

The parties further acknowledge and agree that the result of the committee's work will be:

- The replacement of the existing extra duty stipend details set forth in Sections 11.12 and 11.26 as well as Appendices B and C of the 2016-2020 Collective Bargaining Agreement.

### **IV. Committee Activities**

Activities the Committee will engage in shall include, but are not limited to, the following:

- A. The committee shall gather data through a collaborative process involving members of the faculty and staff to assist in determining the current status of each stipend.

- B. The committee shall establish criteria that reflect, but are not limited to, consideration of the purpose, age appropriateness, time commitment, materials and supplies needed, space for programming, and needs of the District to ensure a variety of offerings at both sites.
- C. The committee shall establish a process to consider the alignment of stipends based on the needs of the District.
- D. The committee shall make recommendations to the Board of Education regarding the compensation level of each stipend based upon the evaluation as completed by the committee.

III. **Scope, Schedule, and Membership of Committee**

The Superintendent of Schools and President of the Association, representing the Board and the EAFL respectively, shall meet to determine the scope, schedule, and membership of the Committee.

- The Committee shall be co-chaired by the Superintendent of Schools and the President of the EAFL or their respective designees.
- Membership of the Committee shall include an equal number of members of the EAFL and administrators but shall not exceed six (6) people total.
- The Committee may recommend the addition or elimination of stipends.
- The Committee shall meet and/or report on its progress on a regular basis as a standing agenda item at the Superintendent/EAFL meetings. Additional meetings of the Committee may be convened on mutually agreeable times and dates.
- The scope, schedule and membership of the Committee may be changed by mutual agreement of the co-chairpersons representing both parties.

The Board and EAFL acknowledge and agree that this Letter of Agreement is intended to work in conjunction with the existing contract language as set forth in Section 05.06 of the 2020-2024 Collective Bargaining Agreement.

\_\_\_\_\_  
President, Board of Education

04/21/2020  
Date

\_\_\_\_\_  
President, Educational Association of Fox Lake

4/21/2020  
Date

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by the Education Association of Fox Lake ("the Association" or "EAFL") and the Board of Education of Fox Lake Grade School District 114 ("Board"), parties to collective bargaining agreements covering the 2020-21 school year for personnel.

Due to the COVID-19 pandemic, District 114 will be conducting remote learning for at least part of the school year, which will impact numerous aspects of the District's evaluation system. The parties wish to memorialize their agreement regarding evaluations during the 2020-2021 school year due to COVID-19 disruptions.

It is agreed by the Board and the Association as follows:

1. The Board and the Association agree that due to the changes to the educational program required to respond to the COVID-19 public health emergency during the 2020-21 school year, including but not limited to the necessity for remote instruction and the varied nature of activities that directly support student learning during this coming school year, as well as likely changes in assessments and other metrics, the evaluation plan will be implemented only for legally-mandated evaluations of non-tenured teachers and support staff.
2. For licensed employees who have attained tenure and are scheduled for evaluation in 2020-21, the following procedure will apply:
  - a. Formal observations and summative evaluations will not be conducted for tenured teachers. Tenured teachers may continue to receive verbal formative feedback based upon informal observations, yet no formal documentation will be created unless otherwise requested by the employee.
  - b. If the employee's last summative rating was "Excellent," the employee will continue to retain an "Excellent" rating.
  - c. All other licensed employees will be rated "Proficient" for the evaluation period reflected in the 2020-21 rating, provided the employee is not subject to a remediation plan.
3. The Administration will evaluate all non-tenured teachers during the 2020-2021 school year. However, the required documentation will be:
  - a. Two formal observations
  - b. One summative conference
  - c. A portfolio review

In the event the Administration cannot complete a performance evaluation for a non-tenured teacher for the 2020-21 school year, the non-tenured teacher will receive a default rating of "proficient."

4. Formal observations of remote teaching may occur for non-tenured teachers.
5. Support staff will be evaluated as documented in the evaluation system with no changes.
6. Nothing herein prevents the Administration from counseling an employee about performance issues or otherwise addressing identified performance deficiencies.
7. This MOU shall expire at the end of the 2020-21 school year, on or before June 30, 2021, at which time, the evaluation system will be reinstated in full.
8. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.
9. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

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Melissa Jakstas  
EAFL President

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Matthew Dabrowski  
Board of Education President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the Education Association of Fox Lake ("the Association" or "EAFL") and the Board of Education of Fox Lake Grade School District 114 ("Board"), parties to collective bargaining agreements covering the 2021-22 school year for personnel.

Due to the continued impact of COVID-19 pandemic, District 114 continues to put into place practices to help us meet the needs of all stakeholders.

The parties wish to memorialize their agreement regarding COVID-related remote work and evaluations during the 2021-22 school year due to potential COVID-19 impact and disruptions.

It is agreed by the Board and the Association as follows:

1. The Board and the Association agree that due to the continued impact on and potential changes to the educational program required to respond to the COVID-19 public health emergency during the 2021-22 school year, including but not limited to the potential for remote instruction and the varied nature of activities that directly support student learning during this coming school year, including mitigation needs as well as potential changes in assessments and other metrics, the evaluation plan will be implemented only for legally-mandated evaluations of non-tenured teachers and support staff.
2. For licensed employees who have attained tenure and are scheduled for evaluation in 2021-22, the following procedure will apply:
  - A. One formal observation
  - B. One informal observation
  - C. One summative conference
  - D. A portfolio review
  - E. Additional formal or informal observations as requested by either party.
3. The Administration will evaluate all non-tenured teachers during the 2021-2022 school year. However, the required documentation will be:
  - A. One formal observation
  - B. One informal observation
  - C. One summative conference
  - D. A portfolio review
  - E. Additional formal or informal observations as requested by either party.

4. Any tenured teacher who was scheduled for evaluation during the 2020-21 school year received their rating and will not be evaluated during the 2021-22 school year. They will be formally evaluated in the 2022-23 school year.
5. Support staff will be evaluated as documented in the evaluation system with no changes.
6. Nothing herein prevents the Administration from counseling an employee about performance issues or otherwise addressing identified performance deficiencies.
7. To provide consistent instructional support to students, in a situation where a certified staff member must stay home due to COVID-related quarantine/isolation guidelines, they will be permitted, with the approval of the Superintendent, to work remotely and not use sick/personal time. If the certified employee is too ill to effectively work remotely or opts not to work remotely, they must use sick time for the absence. Should a certified employee's minor child be required to be quarantined by their school district or care provider, the employee may request to work remotely during the child's quarantine period. The employee is required to provide proof of the quarantine order, and each request must be reviewed and approved by the Superintendent. These provisions apply only to certified staff and to COVID-based quarantine situations.
8. The Evaluation Committee will reconvene to review all plans and make revisions, as mutually agreed upon, to the D114 evaluation process prior to the start of the 2022-23 school year.
9. This MOU shall expire at the end of the 2021-22 school year, on or before June 30, 2022.
10. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.
11. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

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Maureen DeVoss  
EAFL President

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Matthew Dabrowski  
Board of Education President

Date: 8/10/2021

Date: 08/10/2021

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by the Education Association of Fox Lake ("the Association" or "EAFL") and the Board of Education of Fox Lake Grade School District 114 ("Board"), parties to collective bargaining agreements covering the 2022-23 school year for personnel.

As a result of the work of the D114 Evaluation Committee, which includes Administrators and EAFL members, the following parameters have been agreed upon for evaluation of licensed staff is agreed by the Board and the Association:

1. For licensed employees who have attained tenure and are scheduled for evaluation in 2022-23, the following procedure will apply:
  - A. One formal observation
  - B. One informal observation
  - C. One summative conference completed by April 6, 2023
  - D. Additional formal or informal observations as requested by either party
2. The Administration will evaluate all non-tenured teachers during the 2022-23 school year using the the following procedure:
  - A. One formal observation completed by December 16, 2022
  - B. One informal observation completed by February 16, 2023
  - C. One summative conference completed by March 17, 2023
  - D. Additional formal or informal observations as requested by either party
3. Any tenured teacher who was evaluated during the 2021-22 school year and earned a rating of proficient or higher will not be formally evaluated until the 2024-25 school year. This three year cycle takes effect during the 2022-23 school year and applies to tenured staff moving forward.
4. Support staff will be evaluated as documented in the evaluation system with no changes.
5. Nothing herein prevents the Administration from counseling an employee about performance issues or otherwise addressing identified performance deficiencies.
6. The Evaluation Committee will reconvene to review all plans and make revisions, as mutually agreed upon, to the D114 evaluation process prior to the start of the 2023-24 school year.
7. This MOU shall expire at the end of the 2022-23 school year, on or before June 30, 2023.
8. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.

9. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

\_\_\_\_\_  
Maureen DeVoss  
EAFL President

\_\_\_\_\_  
Matthew Dabrowski  
Board of Education President

Date: 8/16/22

Date: 8/16/2022

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by the Education Association of Fox Lake ("the Association" or "EAFL") and the Board of Education of Fox Lake Grade School District 114 ("Board"), parties to collective bargaining agreements covering the 2023-24 school year for personnel.

### **1. Employee Health Insurance Board Contribution**

In order to remain in compliance with the Affordable Care Act, the 2023 ACA affordability is 9.12% of the federal poverty level (\$13,590). The maximum monthly affordable contribution for single coverage in the lowest cost plan will be \$103.28. To avoid a penalty for offering non-affordable coverage, we must increase our monthly board contribution as follows:

- Salary over \$25K - \$544
- Salary under \$25K - \$576

The Board contribution specified in the collective bargaining agreement is:

- Salary over \$25K - \$496
- Salary under \$25K - \$464

By increasing our monthly board contribution, we will offer single coverage HMO at \$102.96 per month. Based on approximately 100 employees access the benefit of D114 health insurance, the total cost of this increase for the 2023-24 school year is:

- Total amount: \$648,000
- Total increase above contract stipulated contribution: \$96,000

For the 2022-23 school year a similar increase was made as follows:

- Salary over \$25K - \$514
- Salary under \$25K - \$546
- Total amount: \$546,000
- Total increase above contract stipulated contribution: \$60,000

2. This MOU shall expire at the end of the 2023-24 school year, on or before June 30, 2024.

3. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.

4. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not

negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

\_\_\_\_\_  
EAFL President

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Board of Education President

Date: 3/21/23

Date: 3/21/2023

## **MEMORANDUM OF UNDERSTANDING**

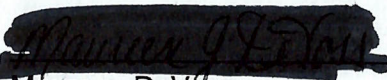
This Memorandum of Understanding ("MOU") is entered into by the Education Association of Fox Lake ("the Association" or "EAFL") and the Board of Education of Fox Lake Grade School District 114 ("Board"), parties to collective bargaining agreements covering the 2023-24 school year for personnel.

As a result of the work of the D114 Evaluation Committee, which includes Administrators and EAFL members, the following parameters have been agreed upon for evaluation of licensed staff is agreed by the Board and the Association:

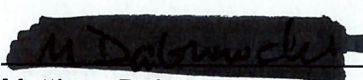
1. For licensed employees who have attained tenure and are scheduled for evaluation in 2023-24, the following procedure will apply:
  - A. One formal observation
  - B. One informal observation
  - C. One summative conference completed by April 5, 2024
  - D. Additional formal or informal observations as requested by either party
2. The Administration will evaluate all non-tenured teachers during the 2023-24 school year using the the following procedure:
  - A. One formal observation completed by December 15, 2023
  - B. One informal observation completed by February 16, 2024
  - C. One summative conference completed by March 15, 2024
  - D. Additional formal or informal observations as requested by either party
3. Any tenured teacher who was evaluated during the 2022-23 school year and earned a rating of proficient or higher will not be formally evaluated until the 2025-26 school year. This three year cycle took effect during the 2022-23 school year and applies to tenured staff moving forward.
4. Support staff will be evaluated as documented in the evaluation system with no changes.
5. Nothing herein prevents the Administration from counseling an employee about performance issues or otherwise addressing identified performance deficiencies.
6. This MOU shall expire at the end of the 2023-24 school year, on or before June 30, 2024.
8. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.
9. This Memorandum of Understanding is not precedential in effect and shall not constitute a



practice or precedent under the CBA or any other collective bargaining agreement. The Board and the Association agree that this Memorandum of Understanding shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.



Maureen DeVoss  
EAFL President



Matthew Dabrowski  
Board of Education President

Date: 9/19/2023

Date: 9/19/2023