



**Agreement Between the
Board of Education of
The Pennoyer School District 79
and the
Pennoyer Education Association**

2021-2024

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PREAMBLE

This **AGREEMENT** is hereby made and entered into this 14th day of April, 2021, by and between the Board of Education of the Pennoyer School District 79, Cook County, Norridge, Illinois (hereinafter referred to as the "Board"), and the Pennoyer Education Association affiliated with the Illinois Education Association – National Education Association, (hereinafter referred to as the "Association").

The prime purpose of the public educational institution is to provide the best possible education to the community it serves. This **AGREEMENT** shall serve to create the finest possible educational climate for improved instruction of students in District 79 (hereinafter referred to as the "District"). The Board and Association agree that they have a common responsibility to work together toward achieving quality education, requiring mutual understanding and cooperation between both the Board and the Association.

The Board, the Superintendent, the Association and its officers and representatives recognize that they all can serve the best interests of public education by establishing procedures that provide for an orderly way to discuss matters of common concern, and to appeal through channels designated in this **AGREEMENT**. Unity and cooperation, as well as an atmosphere of mutual respect and understanding must exist between the Board and the Association in order for a sound educational system to be sustained and further improved upon.

ARTICLE I

Recognition

- A. Pursuant to the Illinois Education Labor Relations Act, the Board recognizes the Association as the exclusive representative for all regularly employed full-time and part-time (less than 30 hours) professional employees, as defined in Section 1702(1) of the Illinois Educational Labor Relations Act, excluding the Superintendent, business or financial manager, confidential employees, managerial employees, supervisory employees, secretaries, custodial employees, and maintenance employees.
- B. The term, "teacher," when used hereinafter in this **AGREEMENT** shall refer to all employees represented by the Association in the bargaining unit as determined in Article I, Paragraph A above.
- C. The board shall issue individual teacher employment contracts to new and non-tenured teachers, provided however, that any such individual teacher employment contract shall contain no term or condition which is inconsistent with the terms and conditions of this **AGREEMENT**.
- D. Full-time teachers who replace bargaining unit members during the course of a school term shall be eligible for insurance coverage as provided in Article XI hereinafter, as well as a proportionate allotment of sick and personal leave days based on their initial employment date as provided for in Article V hereinafter, after he/she has been employed as a full-time teacher for a period of no less than thirty (30) days. Regularly employed part-time members of the bargaining unit shall be granted salary, sick leave and personal leave benefits on a pro-rata basis in accordance with the amount of time actually spent on the job.

ARTICLE II

Rights and Responsibilities of the Board

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and the United States, including, but not limited to, the rights of the School Boards as provided for in the Illinois School Code (Illinois Revised Statutes). These rights shall include by way of example, but are not limited to the following:

- A. To provide for the executive management and administrative control of the school system and its properties and facilities and the District activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion.
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all deemed necessary and advisable by the Board;
- D. To determine upon the means and general methods of student instruction and the selection of textbooks and other district-wide instructional programs including any teaching aids incident to such instructional programs;

- E. To determine class schedule, student starting and dismissal times, the hours of student instruction, and the duties, responsibilities, and assignments of teachers and the assignment of other District employees as relates to bargaining unit members, and the non-teaching activities of bargaining unit members within the scope of their employment for the District; in accordance with the Illinois Education Labor Relations Act.
- F. The Board may adopt rules and regulations not in conflict with the terms of this **AGREEMENT** governing the conduct of teachers provided that any rules and regulations, which affect wages and hours, must be negotiated.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibility, and authority under the Illinois General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

The exercise of the foregoing rights and responsibilities shall be limited only by the Board's legal duties and obligations as an "educational employer" subject to the Illinois Education Labor Relations Act and other applicable law and specific and express terms of this **AGREEMENT**, and then only to the extent such specific and express terms hereof are not in violation of or contrary to the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE III

Teacher and Association Rights

A. **Right of Representation**

If a teacher is required to appear before the Superintendent or designee for an investigative meeting, the teacher shall be notified in writing of the general reason for the meeting at least one (1) business day prior to the meeting unless the Superintendent or designee determines that the teacher's continued presence in his/her position would not be in the District's best interests. If the Superintendent or designee determines that the teacher's continued presence in his/her position would not be in the District's best interests, notice to the teacher shall be provided as soon as possible prior to the meeting with the Superintendent or designee. If the teacher feels that his/her appearance before the Superintendent or designee could have some adverse effect on his/her employment, the teacher shall be entitled to have a representative of the Association present if he/she so desires. The Superintendent shall be allowed to have a person of his own choosing from outside of the bargaining unit or a consultant in attendance at any such meeting with a teacher and shall also be allowed to have a secretary/note-taker in attendance at the meeting if the Superintendent so chooses. Both parties will be given prior notification when any person other than the Superintendent and teacher will be present.

B. **Teacher Protection**

Any case of school-centered assault upon a teacher shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

C. Teacher Personnel File

Each teacher shall have the right, upon written request, to inspect documents in his/her own official personnel file in accordance with the Illinois Personnel Records Review Act. Any such inspection shall be at an appointed time during regular office business hours and in the presence of a designated employee of the Superintendent or the Board.

A representative may accompany the teacher on such examination. Any disciplinary material placed in the file shall be signed and dated, and a copy shall be given to the teacher or placed in a sealed envelope in the teacher's mailbox before it is inserted in the personnel file. During the summer, no document of a derogatory nature shall be placed in a teacher's personnel file until a copy of the material is first sent to the teacher involved.

No teacher shall remove any material from his/her personnel file; however, the teacher may submit a written statement explaining his/her position to a disputed portion of his/her personnel record. The inclusion of any written statement attached in the record without further comment or action by the Board shall not imply or create any presumption of the Board's agreement with the contents of such written statement. The parties agree that in the event that the Superintendent or the Board determines that the number of inspection requests by any individual or by the Association on behalf of an individual is being abused, the Board shall have the right to restrict such requests to a reasonable number. The right of a teacher to inspect and receive a copy of his/her personnel records does not apply to the exceptions to inspect as provided in the Illinois Personnel Records Review Act.

A teacher shall have the right to place in his/her personnel file letters of commendation if they are received by the District or the teacher in the regular course of business. Copies of any material made by the District office personnel for a teacher will be charged to the teacher at the usual and customary costs.

When the District receives a request for records in relation to an individual teacher contained in the teacher's personnel file under the Freedom of Information Act (FOIA), the District will send written notification to the teacher and the PEA President on or before the day the District responds to the FOIA request. The notification will contain a copy of the FOIA request.

D. Dues Deduction for Association Members

Upon receipt of an appropriate written authorization from an Association member, the Board shall deduct from that Association member's pay his/her current dues for the Association.

The Association shall certify to the Board on an annual basis, the amount of uniform dues to be deducted for an Association member. The authorization for dues deduction may be revoked between June 1 and September 1 of each year, upon written notice to the Board and the Association. The Board will notify the Association of the revocation with a reasonable amount of time. All dues deducted by the Board shall be remitted to the Association in accordance with each Association member's authorization, but in no event later than 20 days after such deductions are made. The Association shall indemnify and defend the Board, and any and all of its agents and employees, including but not limited to the Superintendent, and the Board's chief financial officer, and hold them harmless against any and all claims, demands, suits, or other forms of litigation that can or may arise out of, or by reason of, any action taken by the Board or any of its agents or employees for which the Board may be

subjected as a result of complying with the provisions in this section. In the event that the Association should fail to fulfill its obligations set out above, the Board shall not be obligated to carry out the terms of this Article.

E. Notice of Assignment

Reasonable effort will be made by the Superintendent and the Board to notify teachers of their grade level and/or subject assignments for the coming school year by May 1 of the preceding school year.

In the event that changes in such assignments are needed at any time after May 1 the teacher affected shall be notified in as reasonably prompt a period of time as is practicable and allowed to resign if the assignment is unacceptable, without the Board's exercising its power under the School Code to seek certification revocation. If the assignment is made after May 1, the Superintendent shall inform the teacher in writing as to the educationally based reason which has resulted in the assignment being made. The reason shall be educationally based and may include but not be limited to a statutory or regulatory change, temporary or permanent teacher shortages, or lack of an equally qualified teacher.

F. Association Administrative Privileges

1. The Association shall be permitted to hold meetings for Association members and/or a reasonable number of IEA/NEA representatives in the school building, provided that such

- (1) meetings in no way interfere with the instructional or regular educational program;
- (2) such meeting space is available;
- (3) in the event that such meetings require additional maintenance or custodial expenses, the Association shall pay any and all such costs;
- (4) the school facilities may not be used for regional meetings of the IEA; and
- (5) an Association request is made two (2) days in advance of the meeting to the Superintendent or designee and is approved. To the extent that any non-employee representatives of the IEA/NEA attend a meeting, he/she shall follow the District's access to school property policies and procedures upon arrival and departure.

2. The Association shall be permitted to use the teacher mailboxes and District technology for a reasonable quantity of Association communications to members of the bargaining unit provided such communications are not disruptive to the educational environment. No Association communications or literature shall be distributed to students of the District. The Association further agrees that neither it nor the teachers shall in any way seek or encourage student involvement in any dispute between itself and the Board or the Superintendent.

3. The Association shall have the right to place a bulletin board in the faculty lounge for the exclusive use of Association officers and members. Such bulletin board shall be the property of the Association and shall be no larger than 4 feet by 4 feet in dimensions. Also, such bulletin board shall be constructed and maintained in a workmanlike manner. The Association shall be responsible for any and all material placed on such bulletin board. Upon the request of the Superintendent, material on the bulletin board will be removed during periods when the faculty lounge is being used for other purposes. If the material is not removed, the Superintendent may remove it and return it to the Association.

- G. Association Appearances at Board Meetings
The Association may request of the Superintendent or the Board to place on the agenda at the Board's next regular meeting for consideration any matters brought to the Association's attention. The request to appear before the Board shall be made only after the issue has been presented by the Association to the Superintendent and cannot be resolved. The Association shall make in advance a written request to meet with the Superintendent. For purposes of this section, no issue may be presented to the Board, which is defined as being grievable under the terms of this **AGREEMENT**, unless it is in the regular course of the grievance procedure set forth hereinafter in Article IX.
- H. Copies of Board Agenda
The president of the Association or his/her designee shall receive a notice of any meeting and copy of the agenda of each regular or special meeting of the Board, if there is such, at least twenty-four (24) hours prior to the scheduled time of such meeting. Such notice will be placed in the Association president's school mailbox or sent to the Association president via email.
- I. Board Minutes - Association Copies
One copy of all Board minutes shall be emailed to or placed in the school mailbox of the president of the Association as soon as they have been approved. Copies of such minutes shall be available for inspection in the District's offices once approved.
- J. Right to Relevant Information
Upon request, and in keeping with the Illinois Freedom of Information Act, the Board shall provide the Association with a copy of regularly prepared public information necessary for negotiation or the processing of any grievance. For illustration purposes only, such information may include the current annual audit, the annual adopted budget, current annual financial reports submitted to the State Board of Education, and register of certificated personnel; provided however, that any costs attributed to the reproduction or preparation of such copies shall be borne by the Association, and further provided that this section shall not require the Board or the Superintendent and staff to research, assemble, or specially prepare any such data.
- K. New Teachers
Names of newly hired teachers and their contact information shall be provided to the Association within three (3) days after their employment.
- L. Association Leaves
In the event that the Association desired to send representatives to attend the annual meeting of the state affiliate or to attend other Association business, teachers shall be excused for such purposes for not more than six (6) school days in the aggregate, provided that no one teacher may be excused for more than four (4) days. The Association will promptly reimburse the District for the cost of substitute teachers. A written request shall be made for such absences and submitted to the Superintendent at least ten (10) calendar days in advance, specifying the individual and the precise dates. These days shall not be charged against the teacher's personal business or sick leave days. Additional days may be granted at the discretion of the Superintendent and approved by the Board.

- M. Distribution of Agreement
The final **AGREEMENT** shall be prepared by the Board Secretary following ratification by the parties, and shall be available for inspection and copying from the District one copy per Association member plus ten (ten) extra copies with the cost to be paid in full by the Board.
- N. Parent Complaints
Any parent complaint deemed by any administrator to justify an investigatory meeting with the teacher shall be brought to the immediate attention of the teacher involved in accordance with Article III, Section A.

When deemed appropriate by the administrator, the following procedures shall be implemented:

1. Conference with the teacher.
2. Conference with the principal, teacher, student and or any other person involved.
3. If the matter remains unresolved, the complaint may be referred to the Superintendent in writing.
4. The Superintendent shall serve as a mediator and will work toward resolving the conflict.

If a reprimand regarding a parent complaint, written by the Superintendent or designee, is placed in a teacher's personnel file, the teacher shall be provided with a copy at the time it is placed in the personnel file.

- O. Disciplinary Action
Any disciplinary action except dismissal shall be for just cause and shall be subject to the grievance procedures of this Agreement.

ARTICLE IV

Teacher Assignments and Responsibilities

- A. School Day Defined
Normally, a teacher shall report to school at 7:45 A.M., and will remain until 3:15 P.M., which is fifteen minutes after the close of the pupil's school day. However, if teaching time is increased, compensation shall be granted to each teacher on a pro-rata basis. However, it is understood that the actual arrival and departure times for teachers will be such as to allow sufficient time for the teachers' professional responsibilities and obligations, including, but not limited to student requests for teacher assistance, scheduled parent conferences, or a reasonable number of staffings or other conferences with other teachers or professionals.
- B. Lunch Break
All teachers are entitled to a duty-free, uninterrupted, lunch period, as provided in the School Code, and in no event shall such lunch period be less than forty (40) minutes per school day.

- C. Planning Periods
Every full-time teacher shall be granted at least one period of thirty (30) consecutive minutes of unscheduled and unassigned time per day for professional preparations. Said period of time shall be exclusive of the normally scheduled lunch period. Middle school teachers will be responsible for supervising their students for the first five minutes and last five minutes of their P.E. plan time.
- D. Substitute Teacher
Whenever possible, a substitute shall be provided for all teacher absences from work.
- E. Long-Term Substitute Teacher
Whenever possible, when the Superintendent or designee is advised of an extended absence, the Superintendent or designee will attempt to find a substitute to be assigned for the entire absence.
- F. School Year Defined
The school year in this **AGREEMENT** shall be a period of one hundred eighty-five (185) days. The school year shall be based on one hundred and eighty-five (185) school calendar attendance days for teachers, as indicated by the school master calendar. In the event that there are unused emergency days remaining at the end of the school year, the Board shall reduce the school year by the number of unused emergency days, but in no event shall such reduction exceed five school days. The master calendar for the District shall be put together by a Calendar Committee comprised of members of the Association and Board or designee.
- G. Class Size/Teacher Assistant Support
The Superintendent shall meet with Association representatives upon request to review any cases in which the size of a specific class poses a special problem. Additional support shall be provided to class sizes twenty eight (28) students or more. A teacher assistant will be assigned daily to every class size with twenty eight (28) students or more during core instructional time. Advanced notice will be given to the teacher if their teacher assistant is unavailable. Issues with the lack of teacher assistant support based on student need will be addressed by the superintendent or designee.
- H. Classroom Start Up
Upon prior written approval by the Superintendent or designee and within budget restraints, a teacher will be reimbursed up to Three Hundred Dollars (\$300) each school year for instructional materials and supplies that he/she purchases for and utilizes in his/her classroom. If a teacher is transferred to a different grade level or is a first year teacher in the District, they will be allotted an additional One Hundred Dollars (\$100). A Purchase Order (PO) will be used to purchase items for classrooms. Items submitted for reimbursement through a receipt must have prior approval from the Superintendent or designee. When obtaining reimbursement, the receipt must be clearly marked and tax will not be reimbursed. Receipts to be considered for reimbursement must be submitted no later than one week before that month's scheduled Board of Education Meeting . All money must be spent or approved by March 1 unless previously arranged with the Superintendent or designee.

As part of the budget process, Department Chairpersons may provide their recommendation to the Superintendent concerning instructional materials (i.e., books, supplements, etc.) to enhance the curriculum in his/her subject area for use the following school year. The Department Chairpersons recommendations shall be advisory only.

I. Teacher Provisions

Each regular employed teacher shall have access to a desk and chair, a locked file cabinet, a computer / device, and access to adequate technology.

J. Faculty Meetings

School faculty meetings shall be scheduled and held on the designated day of each month unless the Superintendent or designee determines that an emergency exists; in which case, additional faculty meetings may be called as required by the circumstances. A second faculty meeting may be scheduled on the designated day of the month, as deemed necessary. Faculty meetings shall normally begin at 3:15 P.M., and shall not exceed one hour in length, unless required by the circumstances. All teachers are required to attend faculty meetings unless prior approval has been given by the Superintendent or designee. Early release days will be every Wednesday when students are dismissed at 2:30pm.

K. Evening Functions

Teachers are required to attend one evening parent teacher conference and three (3) additional evening functions per school year. These functions may include Curriculum Night, Winter Concert, Spring Musical, Graduation, among others. Every reasonable effort shall be made to schedule evening functions Monday-Thursday with the exception of the eighth grade graduation and the upper grade dances. In making the assignment for such evening functions, the Superintendent or designee shall consider the number of teachers reasonably necessary to carry out the activity. Where teachers have fulfilled the three mandatory assignments and the Superintendent or designee requires their presence at additional evening functions or it is pertinent to their position, teachers shall be compensated in accordance with the extra duty compensation schedule, APPENDIX "A". Selection of teachers for such assignments shall be on an equitable basis. The Superintendent or designee will work with the members to compile a list at the beginning of the school year of events. The list will be made available to teachers to view throughout the year.

L. Supervision of Student Teachers

In order to supervise student teachers or student observers, a teacher must have acquired tenure and received a summative evaluation rating of at least proficient. Teachers shall not be assigned to supervise student teachers or student observers without prior consultation and concurrence of the supervising teacher.

M. Extra Duty Problems

The Superintendent shall meet with an Association representative and the affected teacher to review any case(s) in which Extra Duty responsibility(ies) poses a special problem.

N. Remote Learning Days

No later than May 1 of each school year, either Party may request to meet to discuss the District's Remote Learning Plan and/or E-Learning Plan.

ARTICLE V

Leaves

A. Sick Leave

Sick leave shall be granted to all regularly employed, full-time teachers for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, on the basis of-days at full compensation during each school year of the 2020 contract.

For each school year, twelve (12) sick days will be given to all teachers at the start of every school year. Beginning with the teacher's 11th year of experience with the District, the teacher shall be awarded "longevity sick leaves" which shall be defined as additional sick leave days beyond twelve (12) sick leave days granted each school year. Teachers earning longevity sick days will be credited those additional days on the last day of each school year. Should a teacher need to resign prior to the end of the school year, their longevity sick days will be prorated.

The total annual sick leave days awarded based on longevity is as follows:

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| 0-10 years experience in the District | 12 days |
| 11-15 years experience in the District | + 3 days=15 days |
| 16-20 years experience in the District | + 8 days=20 days |
| 21+ years experience in the District | +13 days=25 days |

Teachers earning longevity sick days will be credited those days on the last day of each school year. Should a teacher need to resign prior to the end of the school year, their longevity sick days will be prorated.

Teachers who use two (2) or fewer sick leave during the school year shall be awarded two (2) additional sick leaves at the beginning of the following school year.

For the purpose of this section, "immediate family" shall include parents, spouses (including civil unions), brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. A teacher may request, in writing, the number of sick leave days he/she has accumulated to date. Unused sick leave shall accumulate up to 370 days for use while employed in the District; TRS may place a separate limit on the maximum days of service credit allowed for unused, uncompensated sick leave.

The Board may require a certificate from a physician licensed in Illinois to practice in all its branches, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such teachers faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as the Board may deem necessary in other cases. For the use of paid sick leave for adoption or placement for adoption, the Board may require the teacher to provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

Eligible employees shall be granted up to a total of twelve (12) workweeks of unpaid leave during any twelve (12)-month period pursuant to the Family Medical Leave Act. Available sick days shall run concurrent with the approved FMLA leave.

In the event there is a question of the nature and extent of an illness or disability, the Board may require a physical examination by a physician selected by the Board at the District's expense, in order to substantiate the illness or disability. In the event that the opinions of the two (2) physicians are not consistent, the parties will agree to a third physician to conduct a physical examination at the District's expense, which decision will be binding as to the extent and nature of the teacher's disability at that time.

B. Bereavement Leave

Each teacher shall be entitled to four (4) bereavement days per year, without deduction in pay or sick leave, for death of any legal or blood relation to you or your spouse.

C. Personal Leave

All regularly employed, full-time teachers are eligible for three (3) days for personal leave annually which shall not be deducted from sick leave. In the event that the personal days are not used, they shall be rolled over into each teacher's accumulated sick leave. All leave requests should be submitted at least five (5) business days before the day on which the leave is taken unless in the case of an emergency.

Personal leave days are granted to teachers for the specific purpose of conducting business which cannot reasonably be accomplished outside school hours and which requires the teacher to be present. Such days are not accumulative and must be used in the school year granted or will otherwise be rolled into each teacher's accumulated sick leave.

Personal days cannot be used immediately preceding or following school holidays or school vacation or recess periods unless the teacher is unable to report for work immediately following said period due to circumstances beyond his/her control. In such situations, the teacher must submit a written explanation immediately after returning from the leave. In addition, such leave can be granted by the Superintendent or designee for exceptional circumstances upon the written application by the teacher.

D. Education - Personal Leave

Teachers under tenure may be granted leave of absence without pay and other benefits provided for in this **AGREEMENT** for a period of one year for the purpose of continuing their studies or otherwise advancing their professional growth in a manner, which is judged by the Board to have a direct relationship to their contractual duties with the District. Such leaves of absence may be granted for the following purposes:

1. Graduate study program;
2. Exchange teaching programs in other states, territories, or countries;
3. Foreign or military program;
4. Peace Corps, Teacher Corps, Job Corps, as a full-time participant; or
5. Cultural travel, work, study, or other programs related to his/her professional growth and responsibilities.

A request for leave of absence for advanced study or professional growth must be submitted to the Superintendent by April 1 prior to the school year in which the leave is desired. The Superintendent shall forward to the Board the application, along with his recommendation. Where an initial leave of absence for advanced study or professional growth is granted, the Board may grant an extension or extensions to the leave of absence. The application shall state with specificity the course of instruction or other activities in which the teacher intends to engage.

The teacher on leave shall give the Superintendent notice in writing of his/her intent to resume teaching duties by March 1st of the calendar year in which the leave terminates. Failure by the teacher to give such written notice by March 1st shall operate as his/her voluntary resignation from employment with the District effective March 1st of the calendar year in which the leave terminates.

A teacher granted an educational or personal leave may make arrangements to continue health insurance coverage as provided in the AGREEMENT, provided further that he/she reimburses the District on a monthly basis the District's costs for the premium for the teacher. Upon return from an educational or personal leave, the teacher may be returned to a position similar to that held prior to the leave.

E. Sabbatical Leave

The Board may grant sabbatical leave after six (6) years of service. Provisions and conditions for sabbatical leave will be in accordance with the School Code of Illinois.

F. Parental Leave

Any regularly employed full-time tenured teacher, upon written request, shall be granted an unpaid parental leave of absence for birth, adoption, or placement for adoption. Application for parental leave shall be made in writing to the Superintendent or designee at least ninety (90) days prior to the anticipated birth of the child, adoption, or placement for adoption.

The regularly employed full-time tenured teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. If the Board is able to employ a fully certified and qualified replacement, the Board shall accommodate a request of the teacher on parental leave to commence or return to duty at a time which would assure continuity of instruction. In no event shall the leave exceed the balance of the school year in which it is commenced and one (1) additional school year. Any teacher who takes parental leave under these provisions agrees that his or her failure to give notice in writing of his/her intent to return by March 1st of the calendar year in which the leave terminates shall operate as his/her voluntary resignation from employment with the District effective March 1st of the year in which the leave terminates. Parental leave shall commence upon exhaustion of any leave granted pursuant to the federal Family and Medical Leave Act for the birth, adoption or placement for adoption and/or exhaustion of any accumulated sick leave granted for such purposes in accordance with Section A of this Article, whichever is later. The period of parental leave shall be without salary and other benefits.

A teacher on parental leave may continue insurance coverage in the District's insurance program to the extent permitted by the District's health insurance carrier during his/her parental leave but will be required to pay all premiums connected with the coverage (including any Board contribution toward such premium). All premiums must be paid in advance of the month due.

Anything in this Article to the contrary notwithstanding, a teacher shall not be entitled to a parental leave if previously granted a parental leave by the Board, and she has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave.

A tenured teacher on parental leave will receive credit for vertical movement on the salary schedule with the completion of ninety (90) days of actual service in the school year in which the leave commences.

All sick leave and personal leave benefits shall be calculated on a pro-rata basis for time spent performing professional duties.

Parental leave is granted on the condition that the teacher taking such leave will not utilize this leave period to engage in alternate employment, which is in any way substantially equivalent in either income or career potential to the teacher's teaching position in the District.

Should there be an unsuccessful pregnancy or other extenuating complications, these procedures may be modified by mutual agreement of the teacher and the Board. The Association will be informed of any agreement reached with a teacher.

G. Jury Duty

The District will pay full salary during the time any teacher spends on jury duty or, pursuant to a subpoena issued by the clerk of a court or quasi-judicial agency and served on such teacher, attends as a witness or deponent in any District school-related matter pending in court, provided the teacher remits to the District any reimbursement given to the teacher for such service, excluding costs for legitimate expenses.

H. Active Military Duty

Military leave shall be granted in accordance with applicable state and federal laws. Teachers serving in the military shall provide the District with written verification of their duty assignments.

I. FMLA

Employees shall be entitled to leave in accordance with the Family Medical Leave Act provided by law.

ARTICLE VI
Employee Evaluation

- A. Employee Evaluations shall be consistent with the Illinois School Code and all applicable regulations.
- B. The Evaluation Committee has developed the Pennoyer School District 79 Official Evaluations Procedures. Teacher evaluations will be conducted in accordance with said official evaluation procedure.
- C. The Superintendent or designee shall be responsible for the administration of the procedures for evaluating teachers. In the event a new evaluation process is implemented by the Evaluation Committee made up of Administration and PEA Representatives, the Superintendent or designee shall be responsible for training staff regarding the evaluation procedures, standards, and tools to be utilized.
- D. In the event that a teacher disputes his/her formal written evaluation by the Superintendent or designee, he/she may submit written objections, which will be attached to the evaluation report and placed in his/her personnel file.
- E. Payment of Consulting Teachers. Consulting teachers will receive \$675.00 for the duration of a remediation plan.

ARTICLE VII
Vacancies and Transfers

- A. Posting of Vacancies
During the regular school year, the Superintendent shall email teachers all vacancies for full-time positions and extra duties covered by this **AGREEMENT** as soon as practicable. During the summer months, notice of all such vacancies shall be sent via district email.
- B. Voluntary Transfers
Any teacher who desires a transfer to a different assignment may file a letter with the Superintendent on or before March 1, indicating the nature of the request. The Superintendent will consider the request of a teacher who desires to be transferred to a different assignment. The Superintendent will consider the following factors, without limitation, when filling vacancies: (1) certifications; (2) qualifications, merit, and ability (including performance evaluations, if available); and (3) relevant experience, provided that the length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the school district to be equal.

ARTICLE VIII
Reduction in Force

When in the judgment of the Board, decline in enrollment, reduction of programs, or any other reason requires reduction in staff among tenured teachers, the relevant provisions of the Illinois School Code or relevant statutes shall govern such reductions.

ARTICLE IX

Grievance Procedure

A. **Definition**

Grievance is any complaint that there has been a violation, a misinterpretation, or a misapplication of any expressed provisions of this **AGREEMENT**. The following matters shall not be the basis for any grievance filed under the procedure outlined in this process.

Any claim or complaint for which there already exists other remedial procedures established by law or regulation having the force of law, including the Illinois Teacher Tenure Act, and with respect to which the Association and/or the aggrieved individual chooses to pursue any other available remedial procedure. In spite of exercising rights under their grievance procedure, either party may file a request for the issuance of unfair labor practice complaints by the IELRB.

B. **Procedures**

All time limits referred to in this Article shall consist of working days, except that during summer vacation periods, time limits shall consist of school district office workdays.

A grievance may be initiated by a teacher or by the Association. The procedure for processing a grievance shall be as follows:

STEP 1: The grievant may first discuss the matter with the Superintendent with the objective of resolving the matter informally. Nothing contained in this Article of the **AGREEMENT** shall prohibit or prevent the Superintendent or the grievant from having a person of his own choosing from outside of the bargaining unit or a consultant in attendance at any informal or formal step of the grievance procedure.

STEP 2: If the grievance cannot be resolved informally, the grievant may file the grievance in writing with the Superintendent within twenty (20) working days from the occurrence of the event giving rise to the grievance. The written grievance shall note all clauses of the **AGREEMENT** which are alleged to have been violated, and shall state the basic facts of the claimed violation. The Superintendent shall answer this grievance in ten (10) working days in writing, submitting a copy to the teacher and the Association representative.

STEP 3: If the grievant disagrees with the decision of the Superintendent, he/she shall notify the Superintendent in writing within ten (10) working days of the date of receipt of his/her desire to have the grievance processed to the Board for a decision. The Board shall meet within twenty (20) working days of receipt of the grievance. The parties to the grievance shall be allowed to present witnesses and have attorneys present before the Board, as deemed necessary. The Board shall provide the grievant with its written response within ten (10) working days of the meeting.

C. **Arbitration**

If the grievant does not agree with the Board's decision, the Association may request a final and binding arbitration for the grievance within fifteen (15) working days from the day of receipt of the Board's decision. Failure to request arbitration within the time limits specified herein shall be deemed a withdrawal of the grievance.

1. The parties agree to use the services of the American Arbitration Association or the FMCS. The arbitrator shall resolve all grievances on the basis of the **AGREEMENT** under which the alleged violation occurred, and shall have no power to make any decisions which would be contrary to, inconsistent with, or a modification of the terms of this **AGREEMENT** including but not limited to Article II or contrary to the specific content of the applicable law.
2. Expenses for the arbitrator's services shall be borne equally by the District and the Association.
3. No teacher shall be required to discuss any written grievance in the absence of a representative unless the teacher so desires.
4. When a teacher is not represented by the Association, the Association shall be given an opportunity to be present during the final resolution of the grievance in order to insure that such resolution is not inconsistent with the terms of this **AGREEMENT**.
5. No reprisals of any kind shall be taken by the Board, the Superintendent, or the Association against a teacher because of his/her participation in this grievance procedure. The time limits set forth for any step of this grievance procedure may be waived by mutual written consent of the parties to the **AGREEMENT**.
6. This grievance procedure is designed to insure adequate consideration and appropriate solution of grievances. Nothing in the procedure should be construed to inhibit the continuation of rapport and informal discussion between teachers, the Superintendent, and the Board.

ARTICLE X

Teacher Compensation

A. Compensation Table and Payment

1. Teacher compensation for the 2021-2022, 2022-2023, and 2023-2024 school year shall be provided in writing to the teacher at the same time that the teacher receives notification of the teacher's teaching assignment for the 2020-2021 school year. Each teacher shall receive a three percent (3%) increase over the salary provided in the 2020-2021 school year, four percent (4%) increase over the salary provided in the 2021-2022 school year, and four percent (4%) increase over the salary provided in the 2022-2023 school year.
2. Teachers newly hired for the 2021-2022, 2022-2023, and 2023-2024 school year and in subsequent year of the Agreement shall be paid on the following salary tables:

| 2021-2022 | Increase by 1% | | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 | MA+39 |
|-----------|----------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | BA | BA+9 | | | | | | | |
| Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 | MA+39 |
| 1 | 42,338 | 43,185 | 44,049 | 44,930 | 45,828 | 46,745 | 47,680 | 48,633 | 49,120 |
| 2 | 42,762 | 43,617 | 44,489 | 45,379 | 46,287 | 47,212 | 48,156 | 49,120 | 49,611 |
| 3 | 43,189 | 44,053 | 44,934 | 45,833 | 46,749 | 47,684 | 48,638 | 49,611 | 50,107 |
| 4 | 43,621 | 44,494 | 45,383 | 46,291 | 47,217 | 48,161 | 49,124 | 50,107 | 50,608 |
| 5 | 44,057 | 44,938 | 45,837 | 46,754 | 47,689 | 48,643 | 49,616 | 50,608 | 51,114 |

| 2022-2023 | Increase by 2% starting salary | | | | | | | | |
|-----------|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 |
| 1 | 43,185 | 44,049 | 44,930 | 45,828 | 46,745 | 47,680 | 48,633 | 49,606 | 50,598 |
| 2 | 43,617 | 44,489 | 45,379 | 46,287 | 47,212 | 48,156 | 49,120 | 50,102 | 51,104 |
| 3 | 44,053 | 44,934 | 45,833 | 46,749 | 47,684 | 48,638 | 49,611 | 50,603 | 51,615 |
| 4 | 44,494 | 45,383 | 46,291 | 47,217 | 48,161 | 49,124 | 50,107 | 51,109 | 52,131 |
| 5 | 44,938 | 45,837 | 46,754 | 47,689 | 48,643 | 49,616 | 50,608 | 51,620 | 52,653 |

| 2023-2024 | Increase 2% starting salary | | | | | | | | |
|-----------|-----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Step | BA | BA+9 | BA+18 | BA+27 | MA | MA+9 | MA+18 | MA+27 |
| 1 | 44,049 | 44,930 | 45,828 | 46,745 | 47,680 | 48,633 | 49,606 | 50,598 | 51,610 |
| 2 | 44,489 | 45,379 | 46,287 | 47,212 | 48,156 | 49,120 | 50,102 | 51,104 | 52,126 |
| 3 | 44,934 | 45,833 | 46,749 | 47,684 | 48,638 | 49,611 | 50,603 | 51,615 | 52,647 |
| 4 | 45,383 | 46,291 | 47,217 | 48,161 | 49,124 | 50,107 | 51,109 | 52,131 | 53,174 |
| 5 | 45,837 | 46,754 | 47,689 | 48,643 | 49,616 | 50,608 | 51,620 | 52,653 | 53,706 |

Under this salary table, no newly hired teacher (unless in a position that is deemed "hard to fill") shall be paid a salary that is higher than the salary paid to a currently employed teacher at the same level of experience and educational attainment.

Upon initial employment, the Board may grant a newly hired teacher credit for prior teaching experience for placement. No newly hired teacher shall be granted more than five (5) years of experience unless the position sought to be filled is a "hard to fill" position in which case the Board and/or Superintendent shall determine the experience credit to award the new hire. The District maintains discretion to set the beginning salary for "hard to fill" teaching positions.

3. All salaries shall be paid on the fifteenth (15) and the last business day of each month.
4. When administratively practicable, any deductions resulting from absences shall be made from the check issued for the pay period following the pay period in which the absence occurred

B. Change of Salary and Lane

Change of salary and lane will become effective on August 31st and/or January 31st provided said teacher has provided substantiated documentation and proof of satisfactory completion. If a delay occurs, beyond the control of the teacher, final change of salary and lane may be delayed accordingly. For a lane change to become effective on August 31st, proof of satisfactory completion must be received in the district office by August 31st. For an effective date of January 31st, proof must be received by January 31st. Each lane change will result in a two percent (2%) increase to the teacher's base salary. A lane change from BA+27 to MA will result in a three percent (3%) increase to the teacher's base salary. Terminal Degree; EdD/PhD, will result in a three percent (3%) increase to the teacher's base salary.

C. Longevity Pay

Teachers who have taught for fourteen (14) years at Pennoyer will receive on their fifteenth (15) longevity pay of \$500 to be paid out yearly through year nineteen (19). Teachers who have completed nineteen (19) years of service with the District shall receive a longevity stipend added to the teacher's base salary beginning with the twentieth (20) year of service. Teachers shall receive such stipend in the amount of BA \$1,000, MA \$1,200 each year of this contract. The longevity stipend must not cause the District to pay a 6% excess salary contribution to TRS.

D. Reimbursement and Requirements for Professional Growth

1. Workshop Reimbursement

Each full-time teacher shall be provided with an annual allotment of up to \$500 for reimbursement towards approved workshops and related travel expenses per school year. Part-time teachers will receive a prorated amount based on their full-time equivalency. For example, a part-time teacher with a .5 FTE teacher will receive an allotment up to \$250. All workshops and classes must be pre-approved by the Superintendent or designee. All workshops and/or classes must be directly relevant to the subject matter and/or grade level taught by the requesting teacher. Teachers may use workshop money toward one (1) professional subscription, upon approval by the Superintendent or designee. Teachers may also apply the annual workshop allotment of up to \$500 to approved coursework.

2. Tuition Reimbursement

The Board shall reimburse any full-time teacher upon commencement of the first year of full-time employment for the actual cost of approved tuition not to exceed \$125 per semester hour for qualifying graduate level coursework up to twelve (12) hours per school year and/or up to \$250.00 per semester hour for critical needs endorsements/certifications. All graduate level coursework shall be submitted for approval by the Superintendent or designee pursuant to paragraph D3. The reimbursement shall become payable after official transcripts of the coursework with a grade of a "B" or higher and the teacher has presented other necessary clerical documents to the district office. Tuition reimbursement will be dispersed within sixty (60) days of submission to the Superintendent or designee. Tuition reimbursement will be capped at \$15,000 per school year.

Any professional growth reimbursement money not used during the course of a fiscal year will be used to bring professional development to the District the following fiscal year.

A teacher who resigns within one (1) school year following the school year in which tuition reimbursement is received shall repay the Board the full amount of tuition reimbursement received. A teacher who resigns within two (2) school years following the school year in which tuition reimbursement was received shall pay the Board fifty percent (50 %) of the tuition reimbursement received. This requirement does not apply to a teacher who is given the option of resigning in lieu of termination or a teacher who is terminated. Any amounts due to the Board under this paragraph may be deducted by the Board from the teacher's remaining pay, and if any balance remains, the teacher shall pay the Board's reasonable attorney's fees, costs and expenses of litigation incurred by the Board in the collection of any balance due.

E. Approved Coursework Requirements

Such hours must be earned at the graduate school level at a recognized institution of higher learning in the teacher's subject matter area with approval of the Superintendent or designee prior to taking the course. Courses for consideration by the Superintendent or designee must be from a nationally accredited private and/or state college or university and meet one of the following considerations for credit:

1. Graduate classes or workshops directly relate to the teacher's subject area or assignment; or
2. Graduate classes leading to a Master's Degree in Education; or
3. Graduate classes or workshops directly related to the school improvement goals

F. Required Workshops and/or Coursework

If the Board of Education, through the Superintendent or designee, requires a teacher to take additional courses or workshops the cost will be paid in full and that cost will not be included in the amount for the year for all certified teachers.

G. National Board Certification Program

For teachers who participate in the National Board Certification Program, the District will pay in full the cost of registration and tuition fees upon approval of the Superintendent or designee. Upon successful completion and certification, as determined by official notification to the Superintendent, the District will provide an annual payment of \$1,000 for the life of the certification; said payment will not be added to a teacher's base salary. The initial payment will be given by the second pay period following the receipt of certification. Each school year, thereafter, the payment will be issued by the second pay period of the new school year. Teachers enrolled in the National Board Certification program will be given two (2) work days per school year to work on National Board Program components upon approval of the Superintendent or designee.

H. Endorsement Bonus

Teachers are eligible for a salary increase for up to a combined total of three (3) additional approved advanced degrees and/or endorsements. Said annual stipend shall be added to the Teacher's base salary for the given school year. An annual stipend of \$500 will be given for endorsements in the critical needs areas:

1. Reading Specialist;
2. EL/Bilingual;
3. Special Education (LBS1);
4. High School Math Certification;
5. ECE Preschool (must be eligible to teach Preschool for All)
6. Assistive Technology; or
7. Board Certified Behavior Analyst

Critical needs endorsements will be reviewed annually in February by the Superintendent and the PEA Executive Board. Any changes to the critical needs list will be issued through a MOU. Teachers who have been pre-approved for an advanced degree or critical needs endorsement will receive the salary increase if the program of study is completed within 5 years.

- I. Stipends and Extra Duty Pay
See Appendix A and B for stipend pay and descriptions.

If a stipend and/or extra duty activity is cancelled due to lack of student participation, the stipend and/or extra duty will not be paid.

For teachers in Retirement, see Article XIII, Section B.

ARTICLE XI

Fringe Benefits / Insurance

A. Insurance Coverage

1. Life Insurance

Term Life Coverage shall be in accordance with the policies of the current carrier in effect as of the execution date of this **AGREEMENT**. The Board shall pay the premiums for term life insurance for coverage in the amount of \$40,000 for each teacher.

2. Accident and Health Insurance

Major medical and hospitalization insurance shall be in accordance with the policies of the current carrier in effect as of the execution date of this **AGREEMENT**. The Board shall pay only the premiums for major medical and hospitalization insurance for regularly employed full-time individuals covered by the terms of this **AGREEMENT** and subject to present policy provisions in the following manner. The District shall pay, except as provided in Article XI (A)(4), for individual coverage for all full-time teachers who are employed by the District for the duration of this **AGREEMENT**. Spouse and dependent coverage is available to any employee, if desired; The monthly allotment paid by the Board for employee can be used toward spouse / dependent / family insurance.

3. Dental Insurance

Dental insurance shall be provided in accordance with the policies of the current carrier in effect as of the execution date of this agreement.

4. Cost Provisions

The Board will pay monthly up to \$1,108 in the 2021-2024 school years. school year for coverage toward a teacher's individual life, accident, PPO or HMO health, and dental insurance costs.

The Board will allow teachers to opt out of the District's health and dental insurance plan. Teachers who opt out will be paid \$2000.00 in a FSA account in lieu of the District provided health and dental insurance benefits.

B. Revision and Changes

The Board shall have the right to change insurance carriers or otherwise provide for the coverages as set forth in this Article, as long as the level of benefits is the same or substantially better than the current insurance policy.-An Insurance Committee, comprised of Administration and Association members will annually review and market the existing insurance policies, which will benefit all parties involved. Before the Board changes insurance carriers or otherwise provides for coverage, the Association shall be given advance notice in as reasonable a time as possible, copies of all correspondence relative to premium, coverage or benefit changes to the current carrier's policy, as well as an opportunity to present its views on any such proposed changes.

C. Health Insurance Reopener

The Board and the PEA agree that at the time this 2021-2024 Agreement was being negotiated, the laws, rules and regulations surrounding the provision of health insurance by employers were in flux. Therefore, the parties agree that either party may request to, and if so requested, shall reopen Article X.I(A)(4) of this Agreement due to changes and/or interpretations of the *Internal Revenue Code* or other laws affecting the provision of insurance benefits, or rules and regulations thereunder. Such requests to reopen shall be made in writing.

D. Employee Assistance Program

The board shall provide, at no expense to the Association, enrollment in an employee assistance program (EAP).

ARTICLE XII
No-Strike Provision

In conformity with Section 10(c) of the Illinois Educational Labor Relations Act, during the term of this **AGREEMENT**, neither the Association nor any teacher, for any reason, will authorize, institute, aid or engage in a concerted deviation in previous teaching procedures, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.

ARTICLE XIII
Retirement Incentive Program

A. Eligibility Requirements

If a teacher meets all of the following requirements, he/she shall be eligible for the benefits set forth in Section B, C and D of this Article XIII:

1. The teacher must submit to the Superintendent an irrevocable letter of retirement and an individual TRS report verifying the teacher's then known age, creditable service, creditable earnings and accumulated sick leave days by no earlier than January 1st prior to the school year in which the salary increases set forth in Section B will begin.
2. The teacher must have at least fifteen (15) years of full-time TRS service within the District at the time of the effective retirement date listed in the irrevocable letter of retirement. A teacher is eligible to retire and receive a regular (non-discounted) pension annuity under TRS rules and regulations.
3. The teacher's actual retirement date must not cause the District to pay a 6% excess salary contribution to TRS.
4. The teacher must not have received a retirement benefit from a prior collective bargaining agreement.

B. Retirement Salary Enhancement Benefit

If eligible, the teacher shall not be paid in accordance with the regular salary increases set forth in Article XIII, Section A, but instead receive a retirement salary enhancement benefit. For each school year the teacher is eligible to receive a salary enhancement benefit, the teacher's base salary and applicable bonuses (defined as longevity (Article X, Section C), National Board certification (Article X, Section G), and/or endorsement bonus (Article X, Section H)) shall be increased by six percent (6%) over the prior school year's base salary and applicable bonuses for up to three (3) years, provided the teacher submitted all requisite paperwork pursuant to Section A. above. (For example, if a teacher submits the letter of retirement on January 1, 2021, the three (3)-year program will provide for three six percent (6%) increases to the base salary and applicable bonuses in the 2021-2022, 2022-2023 through 2023-24 school years.)

The teacher must continue to perform all extra duties that are used in determining the prior year's TRS non-exempt creditable earnings in the years in which program benefits are received. A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.

A teacher under this retirement program will not be able to earn more than six-percent (6%) over the prior year's TRS non-exempt creditable earnings during the final three (3) years of service prior to the retirement date in the irrevocable letter of retirement, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.

To the extent that the retirement benefits described under this Section B shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

C. Fringe Benefits

Teachers retiring under the above program will also receive a one-time Board contribution to an HRA in the amount of \$3,000.00. Such contribution will be made after the teacher's final work day and after receipt of the final paycheck for regular earnings. The Board's HRA contribution is not intended to be TRS creditable earnings. If a balance remains after two years from the Board's HRA contribution, the teacher shall be responsible for the fees and costs of the HRA (i.e. if the teacher retires on June 30, 2021, if the HRA account has a balance on July 31, 2023, the teacher shall be responsible for any cost and fees to keep the HRA open and accessible).

If the law prohibits Board post-retirement contributions to the teacher's HRA as detailed above, the Board shall not provide the payment to the HRA, but rather shall provide the \$3,000.00 as a cash payment after the Teacher's final work day and after receipt of the final paycheck for regular earnings. The cash payment is not intended to be TRS creditable earnings.

For each school year, the teacher receives a retirement salary enhancement benefit as set forth in Article XII, Section B., The teacher must continue to perform all extra duties as assigned to the stipend that are reported to TRS as creditable earnings. However, while the teacher is receiving a retirement salary enhancement benefit, if the duties as assigned to a stipend are unable to be performed due to cancellation by the District, executive order and/or determination of the Illinois Governor and/or State/local administrative body governing said duties as assigned to the stipend, the stipend will be paid to the teacher regardless whether the duties assigned to the stipend are performed. See Article X, Section I.

For each school year, provided the teacher is not receiving a retirement salary enhancement benefit as set forth in Section ___B., a teacher who does not perform such extra duties assigned to the stipend shall have his/her compensation reduced accordingly.

D. Payment of Unused Sick Leave Days

Teachers retiring under the above program shall also receive a one-time Board payment in the amount of \$75.00 for each unused accumulated sick leave day, up to 30 days, that is not submitted to TRS for service credit. Such payment will be issued after the teacher's final paycheck and shall not be intended to be TRS creditable earnings.

E. Employee Right to Rescind Retirement Notice

A teacher's notification of intent to retire may only be rescinded for one of the following reasons:

1. death in the retiree's immediate family; or
2. other reasons as determined solely by the Board, said reasons to be nonprecedential with respect to granting or denying requested changes in retirement in the **AGREEMENT**.

A teacher's intent to rescind notification of the retirement must be submitted to the Superintendent no later than January 1 of the last full year, provided, however, that in the event rescission of notification of retirement is granted by the Board, the teacher will repay to the Board any and all amounts received as specified above. Said reimbursement will be no later than the last work day of the year in which rescission of notification of intent to retire is granted.

ARTICLE XIV

Duration and Effect of the Agreement

A. Complete Understanding

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 from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this **AGREEMENT**. Therefore, the District and the Association for the duration of this **AGREEMENT**, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this **AGREEMENT**. This **AGREEMENT** may only be amended during its term by the parties' mutual agreement in writing.

B. Savings Clause

The Board intends that this **AGREEMENT** shall not conflict with, contravene, abrogate, diminish, nor affect in any way the powers, authority, duties and responsibilities vested in the Board by the Statutes and Laws of the State of Illinois. If any provision of this **AGREEMENT** is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code or other applicable statutes, all other provisions of this **AGREEMENT** shall remain in full force and effect for the duration of this **AGREEMENT**, unless such legislative or judicial declaration should result in other terms of this **AGREEMENT** being rendered meaningless or grossly inequitable, in which case the clause or clauses affected shall be renegotiated.

C. Duration of Agreement

This **AGREEMENT** shall be in full force and effect for the period beginning July 1

This **AGREEMENT** is signed this **14th day of April 2021**

In Witness Whereof: Pennoyer Education Association

1. Sarah Adkins
President – Sarah Adkins

2. Julia Peters
Vice President - Julia Peters

Board of Education of the Pennoyer School District 79

1. Michael Malusa
President - Michael Malusa

2. Sheila Wachholder
Secretary - Sheila Wachholder

Appendix A - Stipends

| Conference Sports | 2021-2022 | 2022-2023 | 2023-2024 |
|--------------------------|------------------|------------------|------------------|
| JV Girls Basketball | \$2,018 | \$2,099 | \$2,183 |
| V Girls Basketball | \$2,018 | \$2,099 | \$2,183 |
| JV Boys Basketball | \$2,018 | \$2,099 | \$2,183 |
| V Boys Basketball | \$2,018 | \$2,099 | \$2,183 |
| Cheerleading | \$2,018 | \$2,099 | \$2,183 |
| Cross Country | \$742 | \$772 | \$803 |
| Pom Poms | \$1,205 | \$1,253 | \$1,303 |
| JV Girls Volleyball | \$2,018 | \$2,099 | \$2,183 |
| V Girls Volleyball | \$2,018 | \$2,099 | \$2,183 |
| JV Boys Volleyball | \$2,018 | \$2,099 | \$2,183 |
| V Boys Volleyball | \$2,018 | \$2,099 | \$2,183 |
| Boys Softball | \$2,018 | \$2,099 | \$2,183 |
| Girls Softball | \$2,018 | \$2,099 | \$2,183 |
| Boys Soccer | \$2,018 | \$2,099 | \$2,183 |
| Girls Soccer | \$2,018 | \$2,099 | \$2,183 |
| Scholastic Bowl | \$1,446 | \$1,504 | \$1,564 |
| Athletic Director | \$878 | \$913 | \$950 |

| Extra Curricular | 2021-2022 | 2022-2023 | 2023-2024 |
|-------------------------|---|------------------|------------------|
| Chorus Primary | \$879 | \$914 | \$951 |
| Chorus Secondary | \$879 | \$914 | \$951 |
| Peer Leaders | \$832 | \$865 | \$900 |
| Student Council | \$832 | \$865 | \$900 |
| Yearbook | \$832 | \$865 | \$900 |
| Battle of the Books | \$1,205 | \$1,253 | \$1,303 |
| Newspaper | \$832 | \$865 | \$900 |
| Art Club | \$832 | \$865 | \$900 |
| Clubs | Clubs will be paid out at \$30 per hour, with a start up payment for new clubs of \$150. The Board will pay up to \$7,000 per year for clubs. All clubs must be pre approved by administration prior to start up. | | |

Appendix A - Stipends

| Extra Duty | 2021-2022 | 2022-2023 | 2023-2024 |
|---|--|--|--|
| Supervisor of afterschool activities | \$30 per hour | \$30 per hour | \$30 per hour |
| Supervisor of lunchtime activities | \$1 per minute | \$1 per minute | \$1 per minute |
| Inner School Sub | \$31.32 per 40 min \$23.49 per 30 min | \$31.32 per 40 min \$23.49 per 30 min | \$31.32 per 40 min \$23.49 per 30 min |
| Springfield Coordinator | \$312 | \$325 | \$338 |
| Springfield Chaperone | \$187 | \$195 | \$203 |
| Taste of Pennoyer (up to 3) | \$156 | \$162 | \$169 |
| Overnight Program Coordinator 5th Grade Outdoor Education | \$1,323 | \$1,376 | \$1,431 |
| Washington DC Trip Coordinator | \$1,874 | \$1,949 | \$2,027 |
| Overnight Chaperone | \$230 | \$244 | \$259 |

| Instructional Services | 2021-2022 | 2022-2023 | 2023-2024 |
|---------------------------------|--|--|--|
| DH-ELA | \$1,374 | \$1,456 | \$1,543 |
| DH-Science | \$1,374 | \$1,456 | \$1,543 |
| DH-Math | \$1,374 | \$1,456 | \$1,543 |
| DH-Social Studies | \$1,374 | \$1,456 | \$1,543 |
| TL-Fine Arts | \$1,374 | \$1,456 | \$1,543 |
| DH-Special Ed | \$1,374 | \$1,456 | \$1,543 |
| DH-MTSS | \$1,374 | \$1,456 | \$1,543 |
| TL-Primary | \$1,374 | \$1,456 | \$1,543 |
| TL-Intermediate | \$1,374 | \$1,456 | \$1,543 |
| TL-Middle School | \$1,374 | \$1,456 | \$1,543 |
| TL-Special Education | \$1,374 | \$1,456 | \$1,543 |
| Homebound Tutor | \$32 | \$32 | \$32 |
| Curriculum/Committee Work | \$39 | \$41 | \$42 |
| Translation | \$26 | \$27 | \$28 |
| Consulting Teacher | \$758 | \$803 | \$852 |
| PBIS Committee (up to 6 people) | \$180 | \$180 | \$180 |
| Mentor | \$1,102 for the first year, \$827 for the second year-per mentee | \$1,146 for the first year, \$860 for the second year-per mentee | \$1,191 for the first year, \$895 for the second year-per mentee |

Appendix A - Stipends

For each school year, the teacher receives a retirement salary enhancement benefit as set forth in Article XII, Section B., The teacher must continue to perform all extra duties as assigned to the stipend that are reported to TRS as creditable earnings. However, while the teacher is receiving a retirement salary enhancement benefit, if the duties as assigned to a stipend are unable to be performed due to cancellation by the District, executive order and/or determination of the Illinois Governor and/or State/local administrative body governing said duties as assigned to the stipend, the stipend will be paid to the teacher regardless whether the duties assigned to the stipend are performed. See Article X, Section I.

For each school year, provided the teacher is not receiving a retirement salary enhancement benefit as set forth in Section ___B., a teacher who does not perform such extra duties assigned to the stipend shall have his/her compensation reduced accordingly.

Appendix B - Stipend Job Descriptions

CONFERENCE SPORTS/TEAMS

Plan, schedule and coordinate with Leyden/Norwood Athletic Conference and athletic director.

Arrange transportation, hold practices (a minimum of 4 per week, with the exception of game days), and attend games/meets. Enforce school policies for students participation. Develop protocols and expectations for student participation and attendance. Notify parents when students are not in attendance. Distribute and collect Athletic Code of Conduct and Uniform Use Policy contracts. Prior to the beginning of the season, the coach will provide the principal with the try-out, practice and game schedule. The coach will publish this schedule on the Pennoyer website.

Athletic Director

Organizes coaches, attends conference meetings, manages concussion plan and athletic code of conduct. Helps maintain an athletic calendar on the website and facilitates the live streaming of games.

EXTRA-CURRICULAR

Chorus

Hold regular rehearsals and performances. Develop expectations for student participation and attendance, and communicate with parents. May include an evening event.

Recorder Club

Hold regular rehearsals and performances. Develop expectations for student participation and attendance, and communicate with parents. May include an evening event.

Peer Leaders

Recruit students, supervise mediation sessions, and help plan activities. Facilitate student representation on the school PBIS committee. May include an evening event.

Appendix B - Stipend Job Descriptions

EXTRA-CURRICULAR-continued

Student Council

Plan and hold student elections of officers in the spring of year. Hold election of classroom representatives/alternates at the beginning of school year. Practice democratic process at monthly meetings. Coordinate student programs decided upon by the council. May include an evening event.

Yearbook

Coordinate and plan yearbook with contracted company. Organize and supervise students in the production and distribution of the yearbook. Take pictures of all school activities in and out of the classroom. May include an evening event.

Battle of the Books

7 to 8 months, 22-24 lunch periods or time outside of the instructional day. Attend 6-9 meets or more if in finals. Extensive reading and preparation time. Attend year-end party and talk. Attend a 2.5 hour planning meeting for the following year. May include an evening event.

Newspaper

Plan, develop, and meet with students to guide the layout. Print four issues annually. May include an evening event.

Art Club

The Art Club is an after school activity that provides materials, instruction and support for those students who are seeking a creative outlet in addition to their academic schedule. Art club is open to Jr High students (and below depending on enrollment). Each session is held for one hour once per week based on the school schedule. Session topics range from: Set design, mural design and painting, sculpture, pop art, recycled art, computer art and endless other possibilities. During art club students are offered the opportunity for more in depth instruction and the ability to work on projects that are impossible to accomplish within the regular art curriculum.

EXTRA DUTY

Supervisory Rate

To provide additional supervision at various after school and/or evening events.

Lunch/Playground Supervisor

Supervise students in the lunchroom and/or playground.

Taste of Pennoyer (to be held on the even years)

Coordinate with administration and work with families on Cultural Performances, communicate with participants and attendees, hold practices after school. Prepare and plan for the events of the evening. Secure volunteers.

5th Grade Outdoor Education/8th Grade Trip Coordinator

The overnight coordinator is responsible for the organization, scheduling and oversight of students prior to and during the education experience. He/she disseminates all communications in terms of forms and payments to parents, which also may include parent meeting(s). They work with the administration throughout the planning. They are the contact person for this education experience. The coordinator's responsibilities include being an overnight chaperone.

Overnight Chaperones

Attend planning meetings, supervise students.

Appendix B - Stipend Job Descriptions

INSTRUCTIONAL SERVICES

Department Chairs

Provide leadership in curriculum and professional development in the subject area. Meet and plan with administration and teachers. Facilitate team meetings.

Team Leader

Provide leadership to the team in all areas (such as curriculum, scheduling, best practice teaching, etc). Meet and plan with administration and teachers. Facilitate team meetings.

Homebound Tutor

Plan, coordinate, and teach the school curriculum for the homebound student.

Curriculum/Committee Work

Work outside of the school day, arranged and approved by administration.

Translation

Verbal or written translation for a meeting or communication.

LPDC

Inform staff of updates and changes in licensure. Annual reminders to staff on their licensure status, requirements, and time left to complete PD before renewal date. Assist teachers with the licensure process on ELIS. Answer questions about PD and providers.

Consulting Teacher

Consult and assist in teacher remediation plan.

Mentor

This is a two-year program for teachers new to Pennoyer. As a mentor, you are expected to do the following: Participate and help plan New Teacher Induction before the start of school. efore Hold regular, weekly meetings with your mentee(s); keep your mentee(s) updated monthly through checklists; model a lesson for your mentee(s) (one required), first year only; observe formative lessons from your mentee(s) that include a pre-conference, observation, post-conference, and mentee reflection (3 for year 1; 2 for year 2); Provide support, help, and guidance for your mentee(s) throughout the school year.