

PROFESSIONAL CONTRACT AGREEMENT

between the

***Board of Education
Peru Elementary School District 124***

and the

***Peru Educators' Association
IEA/NEA***

for the School Years

2020-2021

2021-2022

2022-2023

2023-2024

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PREAMBLE

The Board and the Association recognize that the ultimate aim of public schools is to provide the best education possible for youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff and the professional teaching personnel. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the resolution of questions regarding the interpretation and implementation of this Agreement.

The administration shall, because of their education and professional insights, help provide those conditions which enable teachers and other staff members to achieve their professional goals within a framework of improved educational service to pupils. The principals and other supervisory personnel have the responsibility to reasonably assist the teaching staff and other auxiliary services in providing a quality educational program and provide the necessary climate for optimum educational growth for students.

ARTICLE I **RELATIONSHIPS**

A. The Board of Education of Peru Elementary School District 124, LaSalle County, Peru, Illinois hereinafter referred to as "Board", recognizes the Peru Educators' Association, IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiating agent for all regularly employed certificated instructional personnel except the following classifications: Superintendent, Principal, Assistant Principal, Special Services Director, Psychologist, Dean, Technology Coordinator and other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, or discipline other employees or having the responsibility to make recommendations thereon.

B. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph "A" above.

C. The Board agrees not to negotiate with any teacher individually in matters specifically covered by this Agreement.

D. The Association and the Board agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment in accordance with the Illinois Educational Labor Relations Act.

E. Bargaining sessions between the Board and the Association will be scheduled, after written request of either party. A mutually agreeable meeting date shall be established within thirty (30) days of the date appearing on the written request. Formal negotiations shall commence no later than the first day of April, preceding the expiration date of the present contract.

F. If an impasse in negotiations occurs, the parties agree to request the Federal Mediation and Conciliations Service to appoint a mediator.

G. Throughout the term of this Agreement, the Association agrees not to strike or engage in any work stoppages. Throughout the term of this Agreement, the Association also agrees not to engage in any activities which would disrupt the operations of any public school in the District.

ARTICLE II **ASSOCIATION AND TEACHER RIGHTS**

A. Teachers shall have the right to join, or assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing.

B. Nothing contained herein shall be construed to deny any teacher rights the teacher may have under the School Code of the State of Illinois or under other applicable State or Federal laws and regulations.

District Finances

C. The Association shall be furnished upon request all regularly and routinely prepared information concerning the financial condition of the District, including the annual financial report, audit and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations.

Building Use by the Association

D. The Association and its representatives may, upon written request and approval of the appropriate administrator, use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that such business does not interfere with or interrupt normal school operations. When special custodial services are required, the Board shall charge for this service.

Board Meeting Agendas

E. The President of the Association or his/her designee shall be provided with an electronic copy of the agenda for any regular or special meeting of the Board at least twenty-four (24) hours prior to the scheduled time of such meeting. Within forty-eight (48) hours after approval, the minutes and District bills shall be posted on the District website.

F. The Association shall be provided with bulletin board space in each teacher workroom and shall have the right to use faculty mailboxes for a reasonable volume of professionally related announcements.

G. The Association shall have the right to use school equipment including, but not limited to computers, technology, duplicating equipment and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for all materials and supplies incidental to such use.

H. Neither teachers, administrators nor Board members shall criticize each other in the presence of students, other teachers, parents or members of the community. Any question or criticism by the Board or District of a teacher's performance shall be made in confidence and not in the presence of others, unless the teacher has requested Association representation.

I. Each teacher shall have the right, upon request to the superintendent, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The superintendent or his/her

designee must be present during review at the location of the file. The teacher may attach a written statement to any complaint or disciplinary action that is placed in the teacher's personnel file. If the complaint or disciplinary action is to be placed in the teacher's file, the teacher will receive verbal notice prior to written notice of the substance of the documentation.

J. Except for the lunch period, unassigned time of a teacher shall be devoted to instructional programming, conferring with parents, pupils, administration and supervisors, studying and maintaining records, and any other non-instructional duties deemed appropriate by the Board. Nothing herein shall require that there be any unassigned time. Upon request, the building principal may permit teachers to leave the building during a preparation period.

Association Dues and Deductions

K. The Board approves salary deductions for membership dues of the Association, IEA and NEA. Pursuant to annual delivery of a signed authorization, the Board shall deduct such dues from the teacher's check equally throughout the months of September through July each school year, or from such time the list is provided by the Association Treasurer. The Board agrees to remit to the Association Treasurer, no later than fifteen (15) working days after such deductions are made, a sum equal to the total of these monthly deductions accompanied by an alphabetical list of the teachers for whom such deductions have been made. The Association shall from time to time advise the Board of all members of the Association in good standing and furnish any other information needed by the Board to fulfill the provisions of this arrangement. Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) working days after date of employment. The combined annual membership dues will be prorated and deducted from the remaining semi-monthly pay checks to complete payment by July. If a teacher resigns from the employment of the Board prior to termination of the effective period of the signed authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final paycheck.

Although a teacher may revoke his/her dues deducting authorization at anytime, such revocation does not eliminate any contractual agreement the teacher may have with the IEA or NEA.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for, the Board's 403(b) program, charitable donations or any other plan or program approved by the Board.

The Association shall indemnify and save harmless the Board from all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

L. The teacher shall be guaranteed the right to be active politically. Political rights shall include registering and voting, participating in party organization, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices. Any such activity shall be conducted on the teacher's time at his/her expense.

M. The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

N. Any charge of misconduct, neglect, or violation made about a teacher which is of such gravity that one might reasonably conclude that it could result in suspension or discharge

shall be in writing. The teacher shall have the right to be represented by the Association in any meeting conducted by the Board or the superintendent with such teacher regarding such charge. Prior to scheduling any such meeting or hearing, the teacher will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting.

O. The Board of Education agrees that it shall not impose or threaten to impose reprisals on professional employees, or to discriminate or threaten to discriminate against tenure professional employees in regard to promotion, assignment, salary increments, termination of contract, tenure contract, tenure of service, or any other term or condition of service by reason of their exercise of their rights provided by this Agreement.

P. Prior to taking final action, the Board shall advise the Association as to any planned changes that would greatly impact upon the District's fiscal affairs including any proposed annexation or consolidation. The Association shall be given an opportunity to make recommendations to the Board with respect to any such matters.

District Calendar

Q. The Board shall establish a school calendar and consult with the Association President prior to its adoption. The calendar shall allow for the normal early dismissal schedule of no later than 2:15 p.m. the day before Thanksgiving, winter and spring breaks.

ARTICLE III **ACADEMIC FREEDOM**

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of the individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the schools.

C. Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. These responsibilities include the requirements that all teachers review the curriculum guides, present all sides of controversial issues on subjects within the curriculum and be subject to periodic supervision and evaluation. Any substantial deviation from the curriculum guides shall be subject to administrative approval.

ARTICLE IV **TEACHER PROTECTION**

A. The Board provides liability insurance indemnification and protection against suits for its employees in accordance with the *Illinois School Code* Sec. 10-22.3 and Sec. 10-20.20.

Workers' Compensation

B. The Board carries workers' compensation insurance for the protection of all employees against injuries sustained in the course of duty. An employee, absent because of illness or accident, which is compensable under the Workers' Compensation Act of the State of Illinois, may elect: (1) to retain available sick leave, or (2) to utilize available sick leave in conjunction with workers' compensation and receive from the Board the amount equal to the difference between the amount due the employee from the workers' compensation insurance and the employee's regular pay, in which case the employee will be charged one-third (1/3) of a sick leave day for each day of workers' compensation.

Parent Complaints

C. Any complaint by a parent of a student directed toward a teacher, related to a student problem, shall be resolved in order of the following steps:

1. Parent - Teacher Conference
2. Parent - Teacher - Building Administrator Conference
3. Parent - Teacher - Building Administrator - Superintendent Conference
4. Parent - Teacher - Building Administrator - Superintendent - Board Conference

Any teacher may request and have Association representation in any of the above steps; however, it is understood that this should only be used when necessary and when the building administrator is informed in advance for steps 1 and 2. Should the parent refuse to attend a parent-teacher conference, the sequence of conferences will cease unless the teacher or administration feels this is necessary to resolve the issue.

Teacher Conduct

D. Rules and regulations governing teacher conduct shall be reasonable. Discipline shall be for just cause. Discipline shall mean suspension with or without pay and any written reprimand placed in the teacher's file. Discipline shall be progressive and in relation to the severity of the misconduct.

1. A teacher may be suspended without pay pending a dismissal hearing pursuant to the provisions of the *Illinois School Code*.

2. Prior to any suspension without pay under this subsection 2, the teacher shall receive written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. This notice shall be given at least five (5) working days prior to the Hearing. At the Hearing, the teacher shall have the right to representation, the right to present evidence on his/her behalf and the right to cross examine witnesses. Subsequent to the Hearing, the Board shall determine whether there is just cause to suspend the teacher without pay for some period not to exceed five (5) days.

3. A teacher may be suspended by the superintendent or Board with pay and benefits pending the investigation of any alleged misconduct when the superintendent or Board deems it in the best interests of the District to do so.

4. When a teacher is required to attend any meeting with the administration or Board that may result in discipline, the teacher shall have the right to request Association representation.

ARTICLE V
PROFESSIONAL QUALIFICATIONS

A. The authority to employ teachers has been granted the Board of Education under Sections 10-21.1 and 10-20.7 of the *Illinois School Code*.

B. Teachers shall be assigned to teach within the limits of their teaching qualifications.

ARTICLE VI
TEACHERS' HOURS AND ASSIGNMENTS

Teacher Workday

A. The normal teacher workday shall not exceed seven (7) hours and twenty (20) minutes, with the Parkside student attendance day lasting six (6) hours and fifty (50) minutes and the Northview student attendance day lasting six (6) hours and thirty (30) minutes. In the case of early student dismissal days, the teacher workday is the same length except for those noted before specified holidays. All teachers will begin the teaching day by being on duty twenty (20) minutes at Parkside and fifteen (15) minutes at Northview before class begins in their particular building or for their particular teaching assignment. The additional time outside of the student attendance day is to be used for individual teacher preparation and/or team planning time, with no more than one (1) meeting per week allowed for the scheduling of IEP or other meetings that are planned with advance notice.

The established starting and ending time of the teacher workday will be consistent within each building; however, the schedule may necessitate that preschool teachers may have an alternative starting and ending time, so long as it does not exceed the normal teacher workday of seven (7) hours and twenty (20) minutes. Teachers in grades PreK-4 shall have a lunch period of not less than forty (40) minutes, and teachers in grades 5-8 shall have a lunch period of not less than thirty (30) minutes. The length of the regular teacher workday shall remain the same throughout the duration of this Agreement.

Teachers shall remain on duty fifteen (15) minutes at Parkside and ten (10) minutes at Northview beyond regular dismissal time for afternoon classes as part of their normal workday as described above and to complete any assigned supervision duties. These minutes beyond regular dismissal time are included within the regular workday hours stated above. During those periods teachers shall prepare assignments, conduct conferences, attend staff meetings or be involved in other professional responsibilities. Before school holidays and on Fridays in the event weekly early dismissal professional development schedules are eliminated, teachers need not remain the full time after students are dismissed. If, for special reason, a teacher must leave the building earlier, the appropriate administrator may grant such permission.

B. Reasonable effort will be made to schedule IEP, problem solving and domain meetings during the regular duty day.

C. A teacher who works with a particular student may request to be notified when that student's Problem Solving, IEP or domain meetings are scheduled. Upon notification of such meeting, it is the teacher's responsibility to notify the principal in advance if they plan to attend.

D. The Board will provide all teachers within a building the same amount of scheduled plan time over the course of a week, although some variance will be necessary for

special schedules and events that may occur from time to time, including Friday early dismissal schedules. On regular dismissal schedule days, all teachers will have a minimum of one (1) daily thirty (30) minute block of uninterrupted individual plan time during the student attendance day, and all teachers will have a total of no less than one hundred seventy-five (175) minutes of total plan time each week. Based on student needs, special area teachers may choose to adjust their schedules and blocks. Teachers shall not be required to perform other supervisory duties during their plan time and shall not be required to attend a meeting during their plan time more than once per week. In the event additional grade level sections are added, daily plan time blocks may be reduced to twenty-five (25) minutes.

E. In the case of an emergency when a substitute teacher is not available, a regular teacher may accept a class or a portion of any class other than his/her own home room which requires him/her to forfeit his/her individual preparation period and shall be compensated at the rate listed under Extra Duty Compensation Schedule as listed in the contract for each period accepted.

F. Teachers shall attend the initial open house and all faculty meetings. The principal may grant an excused absence. Teachers will be encouraged to attend parent-teacher organization meetings and other school activities in which their students are directly involved.

G. On days of parent-teacher conferences which last more than three (3) hours, teachers will be allowed up to forty-five (45) minutes of flex time which may be taken at their discretion within the conference schedule. Teachers will inform the office in the timeframe required of the exact time of their forty-five (45) minute block. Teachers may leave the building during their block of flex time. It is understood that conferences that are not able to be scheduled with a parent during the provided schedule will be arranged between the teacher and parent at a mutually agreeable time.

H. A special education teacher or speech pathologist may be granted up to two (2) days of release time from regular classroom duties for the purpose of developing IEPs or conducting parent meetings or staffings. An additional day may be granted based on necessity.

ARTICLE VII **TEACHING CONDITIONS AND STAFF FACILITIES**

A. A teacher room which is furnished and cleaned daily shall be provided in each building.

B. The Board will endeavor to provide teachers access to their rooms throughout the workday, including during their plan time for the purpose of preparing lessons and materials. Exceptions will be avoided as much as possible but will be allowed as dictated for facility needs or space, or occasional meetings or school events.

C. A professional library is maintained at each District facility. An updated inventory of materials will be maintained.

D. A teacher shall not be required to search for bombs in case of bomb threats.

E. The Board does make available for each building duplicating facilities to assist teachers in the preparation of their presentations and examinations.

F. The Board agrees to continue its earnest effort to maintain class sizes at the lowest reasonable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers, and the best interests of the students and the District as determined each year.

G. Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. Within two (2) weeks prior to the opening of school, teachers shall be informed as to the disposition of their request for requisitions for the coming school year.

Faculty and Professional Learning Community Meetings

H. In the event the Board maintains a traditional dismissal calendar without a weekly early dismissal schedule, faculty and Professional Learning Community (PLC) meetings shall normally not exceed forty-five (45) minutes beyond the teacher workday and there shall normally be no more than one (1) PLC meeting per month except in emergency situations. In the event the Board maintains a calendar with a weekly early dismissal schedule, PLC meetings will be held during this time. All early dismissal day activities will be concluded by the end of the normal teacher workday in each building. The early dismissal day preceding parent-teacher conferences and/or before report cards, as well as the week of winter program rehearsals in the event teachers lose their plan time for rehearsal practices, shall be dedicated to teacher preparation. At the request of the Association, at the conclusion of each PLC meeting, teachers will remain in that room for the Association to hold its meetings.

I. The District will periodically seek teacher input on the activities and topics for the District's professional development program.

J. During one (1) of the initial teacher institute days preceding the beginning of the school year, the administration will provide two (2) consecutive hours for teachers to meet with co-teachers to plan schedules and services for the first student attendance day.

ARTICLE VIII **REDUCTIONS IN PERSONNEL**

Procedures

A. In the event that the Board determines it to be necessary to reduce the number of certificated employees in the school system or to discontinue some particular type of teaching service, it shall first confer with the Association regarding such reductions.

B. Once dismissal has been determined according to the provisions of Section 24-12 of the *Illinois School Code*, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. The sequence of dismissal shall be as provided in Section D below.

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

Joint Committee on Reductions-in-Force

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

Job Qualifications and Groupings

D. The sequence of dismissal shall be established each year not less than seventy-five (75) days before the end of the school term. Each teacher will be categorized into one (1) or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May 10th of the prior school year. Within each position the District shall establish four (4) groupings of teachers qualified to hold the position as follows:

1. Grouping 1 shall consist of each teacher not in contractual continued service who has not received a performance evaluation.
2. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last two (2) performance evaluation ratings.
3. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Proficient on both of the teacher's last two (2) performance evaluation ratings if two (2) ratings are available, or on the teacher's last performance evaluation rating if only one (1) rating is available, unless the teacher qualifies for placement into grouping 4.
4. Grouping 4 shall consist of each teacher whose last two (2) performance evaluation ratings are Excellent and each teacher with two (2) Excellent performance evaluation ratings out of the teacher's last three (3) performance evaluation ratings with a third rating of Proficient.

Dismissals Within Groupings

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

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

Within Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last two (2) performance evaluation ratings, if two (2) ratings are available, or the teacher's last performance evaluation rating, if only one (1) rating is available, using the following numerical values: 4 for Excellent, 3 for Proficient, 2 for Needs Improvement and 1 for Unsatisfactory.

As between or among teachers in Grouping 2 with the same average performance evaluation rating, as well as within each of Groupings 3 and 4, the teacher or teachers with the shorter length of continuing service as listed in order of employment on the District's seniority

list must be dismissed first. This seniority list will be as most recently approved by the Board of Education.

Other Provisions

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

G. Teachers shall not be forced to teach outside the limits of their professional qualifications.

ARTICLE IX **ASSIGNMENTS, VACANCIES, AND TRANSFERS**

A. Teachers shall be required to teach in any part of the District or in any department or grade level for which they are qualified.

Teachers shall perform all duties that are considered characteristic to the position that they hold and shall be subject to assignment to the various miscellaneous duties necessary to maintain proper order and safety about the building and grounds during the teaching day.

B. An employee shall be given written notice of his/her assignment for the forthcoming year no later than the last day of the current school term. In the event changes in the employee's assignments are proposed, the employee affected shall be informed in person and also in writing before the end of the school term. If an emergency results in an assignment change after the last day of the current school term, the Association and the employee shall be notified immediately. The employee affected by a change after the end of the previous school term shall be compensated \$250 in additional salary for the extra time in preparing his/her classroom.

When it is necessary to involuntarily transfer or reassign an employee, the Board shall first consider volunteers, although the Board reserves the right to involuntarily transfer an employee when it is necessary to do so, subject to the provisions above.

Procedures for Filling Teaching Vacancies

C. A vacancy occurs whenever a newly created bargaining unit or administrative position exists and must be filled. A vacancy occurs when a current teacher is reassigned, resigns, or otherwise leaves the District and the employee is to be replaced.

D. Whenever a vacancy occurs during the regular school year, the superintendent or designee shall e-mail the formal vacancy notice of the position to all District staff.

E. Whenever a vacancy occurs during the summer months when the regular school year is not in session, the following procedures shall be followed:

1. Prior to leaving for the summer, employees with a specific interest in possible vacancies shall notify the superintendent in writing identifying the vacancies in which they may be interested. The superintendent or designee shall e-mail the formal vacancy notice of the position to all District staff.

2. When a vacancy occurs, employees who have expressed an interest in said position(s) shall be notified of the vacancy by the superintendent.

3. Employees so notified shall have the responsibility of contacting the superintendent indicating their interest in said position within five (5) days of receiving such notice. The superintendent may also consider applicants who respond to the e-mail message.

F. In filling such vacancies, the Board agrees to grant all interested District employees an interview and give due weight to the educational background, personal qualifications, and professional attainments of all applicants. Except in cases of emergency, no vacancy shall be filled until it has been posted for at least five (5) business days.

G. By March 1st of each year, employees may request transfers in assignment for the following school year. All requests for transfers must be in writing and must be submitted to the superintendent no later than March 1st. The final decision for assignment of staff shall lie with the superintendent.

Procedures for Filling Extracurricular Vacancies

H. Teachers may resign extracurricular assignments not itemized in Section I for the coming school year provided they notify the superintendent in writing no later than March 1st, volleyball, track, and scholastic bowl April 15th, of the previous school year and provided further that the District is able to employ a suitable replacement. The District shall make a reasonable effort to fill vacancies by first posting available positions and failing to fill such positions from within the faculty or staff by publishing such openings as appropriate. Teachers wishing to change their extracurricular assignments for the coming school year shall submit such requests by April 15th of the previous year. If the Board decides to change any extracurricular assignment from one (1) employee to another, it shall notify the employee who currently holds the position by April 15th of the previous year.

Teachers in the District shall by April 15th notify the appropriate administrator in writing if they desire any extracurricular position(s) for the next school year. They are to state the position(s) they desire and their qualifications. In the event the position becomes vacant, the teacher will be considered for the position based upon qualifications including training, competence and experience. Each year, the Board will review the number of extracurricular positions held by individuals and consider any overlap in extracurricular assignments.

I. Supervisors, timers and scorekeepers will be scheduled using the following procedures:

1. No later than the first full week of school and with at least one week of notice via email, the athletic director will schedule a meeting for all interested teachers to sign up to work athletic events. Attendance is required either in person or by another teacher attending in his/her place and who has no interest in working athletic events. In order of seniority in the District, each interested teacher will take turns selecting two (2) dates each turn until all scheduled events are filled. The athletic director will fill remaining spots with any other interested non-teaching staff. If a substitute is needed for a filled position, the person needing the substitute is expected to find a replacement and immediately inform the Athletic Director of who the substitute will be for the specific date and event.

2. No later than the end of the first full week of the school year, a written memo or an e-mail will be distributed by each principal to allow certified personnel to sign up for detention and Project Success supervision within that building.

J. Positions in the summer program shall, to the extent feasible, be filled by regularly employed personnel in District 124. In filling such positions, consideration shall be given to a candidate's qualifications, including training, competence, present teaching

assignment, grade level and subject area. These positions will be posted by April 15th and teachers must apply in writing by the designated deadline in the posting to the summer school administrator.

K. Teachers who fill assignments for lunchroom duty shall be paid for days worked in accordance with the Extra Duty Compensation Schedule. All positions will be filled with volunteers first. Teachers who are involuntarily assigned to lunchroom duty shall be assigned on a rotational basis, with turns not to exceed one (1) year.

L. Any teacher assigned to detention or Project Success shall be compensated in accordance with the Extra Duty Compensation Schedule for hours outside of the regular workday.

M. No teacher in his/her first year in the profession will be assigned to more than one (1) committee outside of committees that are directly related to his/her teaching assignment.

ARTICLE X **TEACHER EVALUATION**

A. Language specific to the teacher evaluation process is found in the Peru Elementary School District 124 Teacher Evaluation Plan, which is incorporated into this Agreement by reference. Finalization of the teacher evaluation plan is subject to bargaining as required by law. The evaluation plan shall be in accord with the requirements of Article 24A of the *Illinois School Code*.

ARTICLE XI **LEAVES OF ABSENCE**

Sick Leave

A. Each full-time teacher shall be credited with a sick leave reserve of thirteen (13) days of full pay for each year, eighteen (18) days per eleven (11) to twenty (20) years of eligible service to the District, and twenty-four (24) days per twenty-one (21) plus years of eligible service to the District. Sick leave may accumulate to an unlimited number of days.

Employee Sick Leave Bank

B. When any employee of the District is unable to work due to a personal catastrophic illness or injury and has exhausted all available paid leave to which he/she is entitled, that employee may apply for additional paid sick leave days from the sick leave bank. The employee may receive additional leave from the bank up to the number of workdays remaining in the school term during which his/her available paid leave is exhausted, assuming those days are available in the bank. Employees are allowed to draw from the bank only for one (1) continuous personal illness or injury and only after they have exhausted all other available paid leave.

The sick leave bank from which days may be withdrawn shall be created by the District's recognized bargaining units and employee groups in consultation with the superintendent. Employees may voluntarily contribute up to three (3) of their unused accumulated sick leave days to the bank by written authorization to the superintendent for each instance, and no employee will be obligated to contribute. The superintendent shall be responsible for obtaining as needed such written authorizations signed by the contributing employees. Any day

contributed to the bank by an employee shall be removed from the contributing employee's accumulated leave and maintained in the bank.

Bereavement Leave

C. Three (3) days of bereavement leave shall be granted for each case where death has occurred in the "immediate family". The immediate family for purposes of this section shall include: parents, spouses, domestic partners, brothers, sisters, children, grandparents, great-grandparents, grandchildren, great-grandchildren, legal guardian, immediate in-laws, step-family, and those similarly related. This leave may be combined with five (5) days available sick leave for a total of eight (8) days of leave per death. One (1) day of bereavement leave shall be granted where death has occurred in the "household". The household for purposes of this section shall include: aunts, uncles, nieces, or nephews. This leave will not accumulate nor will it affect sick leave benefits. Absence for attending a funeral other than for the immediate family or household listed above shall result in the loss of a sick leave day.

Personal Leave

D. The Board shall grant three (3) days of personal leave without loss of pay. No reason for such leave need be given. Personal leave shall not be granted during the first five (5) teacher employment days of the year, the last five (5) employment days of the year, or on any School Improvement or Teacher Institute days unless the superintendent gives his/her prior approval, provided this restriction shall not apply to recognized religious holidays. Requests for personal leave are to be submitted to the principal with at least five (5) days' notice or as much advance notice as is reasonably possible under the circumstances. Final approval of the request for personal leave will be with the superintendent.

Unused personal leave shall be cumulative to six (6) days. Unused accumulated personal leave days beyond six (6) will be converted to sick leave days effective at the end of each school term. Teachers are strongly encouraged to save personal leave days to avoid the need for unpaid leave requests. At the superintendent's discretion, unpaid leave may be granted for unusual situations that may arise. Each situation will be considered on a case by case basis, and the allowance of unpaid leave will not be considered a precedent for future requests.

Association Leave

E. In the event that the Association desires to send representatives not to exceed two (2) at any one (1) time, to local, state, or national conferences or business meetings, representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute(s) for any aggregate number of days not exceeding four (4) in any school term used for such purposes and, further providing, the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the superintendent.

Professional Business Leave

F. This is granted at full salary for reasons deemed beneficial to the District, including to: (1) attend conferences, (2) engage in workshops, (3) participate in educational activities, or (4) visit other schools. Granting of this leave affects no other leave. All requests for professional leave will be submitted to the principal, and the principal will then submit the request to the superintendent for final approval. This leave shall be subject to approval by the superintendent. Approval or denial will be returned in writing within ten (10) workdays. Should the request be denied, reasoning shall be provided. Mileage will be reimbursed at the current IRS rate. The limit for meal reimbursement shall be a maximum of \$11.00 for breakfast, \$16.00 for lunch, and \$27.00 for dinner. Itemized receipts are required and reimbursement for alcoholic beverages will not be allowed.

Sabbatical Leave

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

Family Medical Leave

H. Under the Family and Medical Leave Act (FMLA), an employee is entitled to elect to take up to twelve (12) work weeks of leave due to medical issues, family illness (defined as spouse, parents, children, step children and domestic partners), or the birth or adoption of a child. An employee shall request the use of FMLA leave in writing to the superintendent in accordance with District policy and current law.

An employee shall not lose any benefits accrued prior to the date on which the leave began and during the period of this leave. The District shall maintain the employee's coverage under any applicable group health insurance plan for the duration of the leave at the level and under the conditions of coverage that would have been provided if the employee had continued to work during the period of leave. Pursuant to the provisions of FMLA, the District reserves the right to recover any insurance premiums paid for maintaining health coverage during the leave period should the employee fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or for other conditions beyond the control of the employee.

With the understanding and conditions contained herein, an employee may request and the Board shall grant for full-time, tenured teachers a long-term parental leave of absence beyond FMLA leave after the birth or adoption of a child for a period of time not to exceed twelve (12) consecutive calendar months. This is provided with the understanding that compensation and paid insurance benefits will cease during the approved leave of absence after the conclusion of FMLA leave, and that the employee must return in conjunction with the start of the next ensuing school term. The employee may remain on the District's insurance plan as provided under the law, provided he/she pays the expense. The employee on long-term parental leave must give the superintendent written verification of his/her intent to return to work for the next ensuing school term no later than May 1st of the previous school term. The employee will maintain tenure and seniority during the long-term parental leave of absence.

Military Leave

I. Any full-time employee of the District who is drafted into the armed forces of the United States will be granted a leave of absence without pay and will be guaranteed a position at the salary which he/she was receiving when he/she entered the service, plus increments to which he/she would have been entitled had he/she not entered the service.

Legal Leave

J. A leave of absence shall be granted to any District teacher that has been summoned for jury duty or subpoenaed to appear before legal review panels as witnesses. There shall be no loss in salary because of jury duty or court appearance except that the Board may make a deduction equal to the amount received for jury duty or court appearance. No teacher shall receive legal leave if he/she is requesting leave where he/she is a plaintiff.

Misuse of Leave

K. Misuse of leave shall result in docking of pay on a pro-rated basis and may result in disciplinary action.

School Functions

L. Teachers on any leave shall not be required to attend any school functions during the time of the leave. Teachers on sick leave, medical leave or leave under the Family and Medical Leave Act, will not be allowed to attend any school functions as an employee of the District during the time of leave.

ARTICLE XII **COMMITTEES**

A. The Board shall, when it deems necessary, establish such committees as required to study and make recommendation on areas of educational concern to the District. Any committee meetings beyond an aggregate total of five (5) hours held throughout the school year outside of the normal workday shall be compensated pursuant to the Extra Duty Compensation Schedule. Committees include the following: assessment, curriculum, curriculum mapping, discipline/policy, student handbook, Rtl, school improvement, teacher evaluation, textbook selection, technology, RIF, PBIS and special education meetings called by District or LEASE staff. This list may be expanded during the life of the contract by mutual agreement of the Board and the Association. Committee meetings will generally be limited to one (1) hour and will not exceed ninety (90) minutes beyond the teacher workday. PBIS internal coaches shall be paid pursuant to the Extra Duty Compensation Schedule.

B. Committee vacancies will first be filled on a volunteer basis, and teachers are strongly encouraged to serve on at least one (1) committee. If volunteers fill the needs of a committee, then teachers will not be assigned. If an inadequate number of teachers volunteer to serve on a committee, the principal may appoint teachers to fill the committee. In the event this is necessary, the principal will consider the number of committees on which teachers currently serve as well as the amount of work involved in each committee.

C. Labor Management Committee: A labor management committee consisting of Association representatives and the superintendent and his/her designees shall meet periodically as needed or at the call of either party.

ARTICLE XIII **GRIEVANCE PROCEDURE**

A. A grievance shall mean a complaint that there has been an alleged violation of the expressed terms and provisions of this Agreement which may hereinafter occur.

All time limits consist of teacher workdays, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon as possible thereafter.

B. The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the building representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher or the Association, a grievance may be processed as follows:

1. First step: The Association shall present the grievance in writing to the building principal involved within thirty (30) days from the occurrence of the event giving rise to the grievance or within thirty (30) days of the date upon which the teacher becomes aware of the occurrence of the event giving rise to the grievance, but in no case may a grievance be filed more than one (1) year from the date of the occurrence of the event giving rise to the grievance. The building principal will arrange a meeting to take place within five (5) days after receipt of the grievance. The Association, the aggrieved teacher if he/she chooses to attend, and the immediately involved building principal shall be present for the meeting. The building principal shall provide a written answer of the grievance to the Association within five (5) days after the meeting. This answer shall include the reasons for the decision.

2. Second Step: If the grievance is not resolved at step 1, then the Association shall refer the grievance to the superintendent or his/her official designee within six (6) days after receipt of the step 1 answer or within twelve (12) days after the step 1 meeting, whichever is the later. The superintendent shall arrange for a meeting with the teacher with a grievance if he/she chooses to attend, a representative of the IEA and/or Association President, and the principal to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have ten (10) days in which to provide this written decision with the reasons to the Association.

3. Third Step: If the grievance is not resolved at step 2 within the time limits provided, the grievance shall be heard by the Board, provided the Association refers the grievance to the Board within thirty (30) days of the receipt of the step 2 decision. The President of the Board shall arrange for a meeting to take place with the teacher with a grievance if he/she chooses to attend, a representative of the IEA and/or Association President, and the principal within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision with reason to the Association.

4. Fourth Step: If the grievance is not resolved at step 3 within the time limits provided, the grievance shall proceed to a fourth step of impartial, binding arbitration. The Association shall have thirty (30) days to submit, in writing, a request to enter into such arbitration or the grievance shall be deemed withdrawn.

Expenses for the Arbitrator's services shall be born equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and bearing the cost of any transcripts they request.

The Arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

C. All grievances shall be written and shall:

1. Be signed by the Association.
2. Be specific.
3. Contain a synopsis of the facts, giving rise to the alleged violation.

4. Cite the article, section, and page number of the Contract of the alleged violation.
5. Contain the date of the alleged violation.
6. Specify the relief requested.
7. Be filed separately so that all documents dealing with the proceedings are not a part of the personnel file.

D. A grievance may be withdrawn at any level.

E. If the grievance is not filed substantially in accordance with the specified requirements, the Board reserves the right to reject the grievance. Such rejection shall not extend the time limitations hereinafter set forth.

ARTICLE XIV **PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

Salary Schedule

A. The salary schedule allows for a horizontal movement in blocks of eight (8) credit hours for a Bachelor's Degree until the final Bachelor's Degree lane which is twelve (12) credit hours and blocks of nine (9) credit hours for a Master's Degree. Having reached the final step in a particular lane, teachers will continue to receive that salary until such time as their position improves through horizontal movement.

Tuition Reimbursement

B. Teachers shall be allowed tuition reimbursement of fifty (50) percent of the tuition cost up to a maximum of \$225 reimbursement per credit hour for pre-approved graduate level courses taken from an accredited institution for professional advancement in the field of education. Before receiving tuition reimbursement, a teacher must provide proof of acceptance into a recognized advanced degree or second Master's program in the field of education, or the courses must be part of the teacher's approved plan for certification renewal, or any courses that may be required for professional development due to unsatisfactory evaluation ratings or any courses otherwise approved in advance by the superintendent.

A maximum of forty (40) graduate hours beyond the Bachelor's and thirty-six (36) graduate hours beyond the Master's shall be allowed each teacher for reimbursement over the course of the teacher's employment in the District. For tuition and fee reimbursement and salary schedule credit, all courses must be pre-approved in writing by the superintendent or designee. To receive credit on the salary schedule, the teacher must report via official transcripts hours earned by September 1st each year.

TRS Payments

C. The salary schedules for the 2020-21, 2021-22, 2022-23 and 2023-24 contract years are set forth in Appendix A of this Agreement. Teachers shall be paid in twenty-six (26) payments, except in certain years when twenty-seven (27) payments will occur. The Board shall pick up and pay to the Illinois Teacher's Retirement System (TRS) up to the current 9.4 percent employee contribution. Should either the required employee or Board TRS contribution be increased, the Board and Association agree to open this specific section of this Agreement to bargaining. The Board's payment of the TRS contribution as provided above shall be in addition to all allowable TRS salary items earned, resulting in each teacher's total TRS creditable earnings.

Teachers who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will have the option of receiving all remaining earned salary through one (1) of two (2) methods: (1) over the remainder of the original contract year, typically through the first pay period in August, or (2) all at one (1) time at the next pay date after the conclusion of the last paid day of work. Remaining pay will default to the first method unless a request for payment by the second method is received in the District office no later than May 15th.

Life Insurance

D. The Board agrees to cover each teacher on contractual service with Term Life Insurance in the amount of \$50,000.

Health/Dental/Vision Insurance Eligibility and Election

E. Employees who are regularly scheduled to work thirty (30) or more hours for each regular work week and are otherwise eligible under the provisions of the District's plans as selected by the Board, may elect to participate in the District's group health, dental, and vision insurance program.

Prior to August 1st of each year, the teacher must elect from the coverages and options that are available to eligible employees. No change will be made during the year unless there is a family death, divorce or legal separation, birth of a child, or a change in job status in the immediate family that makes a change necessary. Teachers electing to change coverage during the year must pay the adjusted premium rate.

Employees who are covered under another eligible plan will not be eligible for the District's insurance program.

Health/Dental/Vision Insurance Contributions

F. For the 2020-21 insurance year, each employee will contribute the following fixed dollar amounts per month to the health insurance premium: \$140 to the HSA and \$160 to the HRA for employee only coverage, \$355 to the HSA and \$415 to the HRA for employee plus child coverage, \$720 to the HSA and \$825 to the HRA for employee plus spouse coverage and \$1,525 to the HSA and \$1,750 to the HRA for employee plus family coverage. Dental and vision contributions for 2020-21 will remain at the same percentages as the previous year.

Beginning with the 2021-22 insurance year and for the remaining duration of this Agreement, the Board will contribute for each eligible employee the following percentages to the health, dental and vision premium: eighty-five (85) percent for employee only coverage, seventy-five (75) percent for employee plus child coverage, sixty (60) percent for employee plus spouse coverage and forty (40) percent for employee plus family coverage.

Health Insurance Renewal Contribution Adjustment

G. In the event the total monthly health insurance premium increases no more than five (5) percent at the annual renewal date, the increase in premium shall be absorbed by the Board and the health insurance plan and benefits shall remain unchanged for that year.

In the event the total monthly health insurance premium increases more than five (5) percent from the previous plan year, each dollar above the five (5) percent increase will be split evenly between the Board and employee.

Adding or removing employees to or from the plan, or an increase or decrease in participation in the plan among existing employees, will not be calculated in the cost increase from the previous year.

HRA and HSA Plan Options

H. The Board agrees to offer employees a choice in the health insurance program that includes either a Health Reimbursement Arrangement (HRA) plan or a high-deductible Health Savings Account (HSA) plan. Employees will choose their plan at the time of the annual insurance election period.

Full-time employees who initially elect the single Health Savings Account (HSA) option shall receive a \$1,000 HSA contribution for the first year of election, and a \$750 contribution each additional year of participation in the HSA. Full-time employees who initially elect one (1) of the family HSA options shall receive a \$2,000 HSA contribution for the first year of election and a \$1,250 contribution each additional year of participation in the HSA. Employees may only receive the initial contribution of either \$1,000 for single or \$2,000 for family one (1) time. The HSA contributions will be paid in September toward the beginning of the insurance year.

Insurance Buyout

I. Employees who elect no health insurance benefits will receive \$1,750 per contract year in lieu of health insurance benefits from the Board, provided they show proof of health insurance from another source as required by the Affordable Health Care Act. The \$1,750 buyout will be paid in June toward the conclusion of the insurance year. If one (1) or more teachers elect this option, then, to the extent that TRS requires those teachers not electing the option to pay TRS contributions on \$1,750, the Board will pay on behalf of those teachers to TRS the required contribution.

Health Insurance Committee

J. The Board agrees that it will not change the current health insurance plan without prior consultation with the Association. An insurance committee consisting of three (3) representatives designated by the Association, up to three (3) representatives designated by the Board, as well as other employee group representatives will meet as needed to review all pertinent matters related to the health insurance plan, including the need to modify the plan to maintain reasonable insurance costs. The committee shall make such recommendations to the Board as it finds appropriate.

Insurance Provisions for Employees Leaving the District

K. Teachers who resign or are dismissed from employment effective at the end of the school term and who successfully complete the full term of their employment will receive health, dental, vision and life insurance coverage through August 31st of that year. The teacher may continue health insurance coverage at his/her own expense beyond that point for a period not to exceed ninety (90) days or such longer period as required by law.

Teachers retiring before their 65th birthday with at least ten (10) years of service in the District shall have the option of being included in the District's group health, dental, and vision plan for single coverage at their expense. This option cannot extend past their 65th birthday and shall be subject to approval of the insurance company, provided, however, that retiring teachers shall have such other rights to continue participation as provided by law.

Retirement

L. A teacher with ten (10) or more years of full time service to the District who is eligible to receive a Teachers' Retirement System annuity may, during the life of this Agreement, elect to retire at the end of either the 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26 or 2026-27 school term and receive from the Board an additional salary increase for his/her last one (1) or two (2) or three (3) school terms of employment. To be eligible for this salary increase, the teacher must submit to the superintendent an irrevocable written letter of

retirement by March 1st of the year prior to the final year before retirement for a one (1) year notice, or by March 1st of the year two (2) years prior to the final year before retirement for a two (2) year notice or by March 1st of the year three (3) years prior to the final year before retirement for a three (3) year notice.

The salary increases shall be in an amount such that the teacher's "TRS creditable earnings" are increased by six (6) percent over the teacher's prior year's TRS creditable earnings for the actual teaching salary, provided that the increase to the teacher's TRS creditable earnings for each of the teacher's last three (3) school terms of employment does not exceed a six (6) percent increase over the teacher's prior years' TRS creditable earnings. This limit includes the teacher's regular teaching salary, as well as any compensation for extracurricular or other extra duties. It is understood that any compensation for extracurricular or other extra duties will be earned pursuant to the Extra Duty Compensation Schedule (Appendix B).

In the event that a teacher has submitted his/her irrevocable letter of retirement, the teacher may withdraw the request within ninety (90) days or in extenuating circumstances at Board discretion without setting precedent. If the withdrawal is granted by the Board, the teacher will be required to reimburse the District all amounts received under this section in excess of what the teacher would otherwise have received in salary increase(s).

Teachers retiring under TRS shall receive \$25.00 per day for unused accumulated sick leave that is not used for TRS creditable service to a maximum of \$2,500. This payment shall be made in a lump sum as severance, payable after retirement and within sixty (60) days after the teacher has received his/her final paycheck.

Other Salary Provisions

M. National Board Certification Incentive: The Board will reimburse each teacher up to \$1,000 or fifty (50) percent of the total tuition cost, whichever is less, upon successful completion of the National Board for Professional Teaching Standards (NBPTS) program and attainment of the master teacher certificate. Any teacher who holds a master teaching certificate as a result of completing the NBPTS process shall receive an additional annual payment of \$750 so long as the master teaching certificate is maintained.

N. In the event a teacher is docked or must reimburse the District for a day's work, the divisor shall be 180.

Pay for Extracurricular Activities

O. With the exception of event supervisors, intramural supervisors, scorekeepers and timers which will be paid at the end of the season, any teacher assigned to coach, direct, or advise an extracurricular activity may choose no later than June 1st of the previous year to be paid for that extracurricular duty in any one (1) of the following ways:

1. Proportionately per twenty-six (26) (or twenty-seven (27)) paychecks.
2. In three (3) lump sums, one (1) paid through the month of November to be paid in the month of December, one (1) paid through the month of February to be paid in the month of March, and one (1) paid at the end of the school term.
3. In one (1) lump sum in the first pay in June.

Noon supervision, detention supervision and Project Success, as well as those who do not designate a choice by the June 1st deadline, will be paid in accordance with 2 above. It is further agreed that the failure of any teacher to fulfill his/her contract obligation will necessitate subtracting contractual amount not earned from accrued salary.

Any request for supplemental pay shall be directed to the appropriate administrator before such requests are forwarded to the superintendent for final approval.

ARTICLE XV **TEACHERS' PROFESSIONAL RESPONSIBILITIES**

A. It shall be the responsibility of every teacher to continue professional improvement, to keep abreast of new developments and trends in his/her teaching field.

B. All teachers and administrators will consistently follow procedures and guidelines according to the current District behavior program, Board policy and current state and federal statute.

Head Teachers

C. When an administrator is out of his/her building during the student attendance day, an administrative designee or one (1) teacher shall be appointed and identified to assume the responsibilities of Head Teacher. If an administrator will be out of the District for longer than three (3) hours during the normal teacher workday, a substitute will be hired for a teacher who serves as Head Teacher. The Head Teacher shall be compensated at the substitute teacher pay rate for either a half or whole day depending on the length of time. If an administrator will be out of the building for less than three (3) hours, or out of the building but within the District during the student attendance day, a substitute will not be hired and the Head Teacher will be compensated at a minimum at the substitute teacher pay rate for a half day only in the event his/her services are required.

Mentor Teachers

D. An administrator may appoint a tenured, certified teacher to assist and mentor a newly hired teacher during the first year of employment. If no tenured teacher is available, a non-tenured certified teacher with experience may be appointed.

1. The mentoring teacher may mentor only one (1) newly hired teacher per school year.

2. The mentoring teacher will meet with administration after each evaluation of a newly hired teacher to discuss problems, concerns, and consult on academic performance.

3. If deemed necessary, the administrator, mentor, and/or newly hired teacher may request additional meetings to discuss evaluation concerns at any time during the school year.

Other Teacher Responsibilities

E. Teachers shall be responsible for the supervision of school property and for the supervision of students wherever they may be, at whatever time under school-related circumstances.

F. Teachers shall be available at reasonable times for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better

understanding or more cooperative support from the home is required for the student's success in the program.

G. Each teacher shall prepare adequate daily lesson plans. The lesson plans shall be available at all times to the administration and shall be subject to review and evaluation. In addition, teachers shall provide evidence of some long-range planning. Tenured teachers will not be required to submit their lesson plans more than once a month, with the exception of a four (4) to six (6) week window during the evaluation process in which they may be submitted weekly as requested by the appropriate administrator. Non-tenured teachers will be required to submit lesson plans on a weekly basis unless otherwise directed by the appropriate administrator.

H. It shall be the responsibility of teachers to interpret the program of the schools to the community in ways which will improve the public's understanding of purposes and procedures and encourage its involvement and support.

I. Teachers recognize that their primary job is teaching and if any outside employment is deemed to interfere or does interfere with performance of their primary job, they will not accept, nor continue such employment during the school year. Teachers shall not accept nor continue in any employment deemed to present a conflict of interest with their primary job.

J. Teachers shall assume the responsibility for adequate growth of the pupils they are assigned to teach. Teachers shall utilize the results of tests and other evaluation criteria and measures to improve the effectiveness of their instruction.

K. Teachers shall use the counseling and special services of the District to improve their instructional efforts.

ARTICLE XVI **EFFECT OF AGREEMENT**

A. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual consent.

B. The terms and conditions of this Agreement shall apply to all teachers as defined in Section B, Article I of this Agreement.

C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violated the law.

D. This Agreement and subsequent changes shall be incorporated into the Board policies of the District and shall be a part of the said policies during the duration of this Agreement.


ARTICLE XVII
DURATION AND ACCEPTANCE OF AGREEMENT

A. Duration: This Agreement shall be effective July 1, 2020, and shall continue in effect until June 30, 2024. This Agreement shall expire on the date indicated and shall not be extended orally.

B. Acceptance: Agreement is signed this 28th day of July, 2020.

In witness thereof:

For the Peru Educators' Association,
IEA-NEA/NEA



Co-President

For the Board of Education,
Peru Elementary School District 124



President



Co-President

Appendix A
2020-21 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
1	35,125	36,175	37,225	38,275	39,825	41,100	42,375	43,650	45,200
2	36,005	37,075	38,135	39,195	40,805	42,090	43,370	44,645	46,215
3	36,885	37,975	39,045	40,115	41,785	43,080	44,365	45,640	47,230
4	37,765	38,875	39,955	41,035	42,765	44,070	45,360	46,635	48,245
5	38,645	39,775	40,865	41,955	43,745	45,060	46,355	47,630	49,260
6	39,525	40,675	41,775	42,875	44,725	46,050	47,350	48,625	50,275
7	40,405	41,575	42,685	43,795	45,705	47,040	48,345	49,620	51,290
8	41,285	42,475	43,595	44,715	46,685	48,030	49,340	50,615	52,305
9	42,165	43,375	44,505	45,635	47,665	49,020	50,335	51,610	53,320
10	43,045	44,275	45,415	46,555	48,645	50,010	51,330	52,605	54,335
11	43,945	45,185	46,325	47,475	49,625	51,000	52,325	53,600	55,350
12	44,845	46,095	47,235	48,395	50,605	51,990	53,320	54,595	56,365
13	45,745	47,005	48,155	49,325	51,590	52,985	54,315	55,610	57,380
14	46,645	47,915	49,075	50,255	52,575	53,980	55,310	56,625	58,395
15		48,825	49,995	51,185	53,560	54,975	56,305	57,640	59,410
16		49,735	50,915	52,115	54,545	55,970	57,300	58,655	60,425
17		50,645	51,835	53,045	55,530	56,965	58,295	59,670	61,440
18			52,755	53,975	56,515	57,960	59,290	60,685	62,455
19			53,675	54,905	57,500	58,955	60,285	61,700	63,470
20			54,595	55,835	58,485	59,950	61,280	62,715	64,485
21			55,515	56,765	59,470	60,945	62,275	63,730	65,500
22			56,435	57,695	60,455	61,940	63,270	64,745	66,515
23			57,355	58,625	61,440	62,935	64,265	65,760	67,530
24				59,555	62,425	63,930	65,260	66,775	68,545
25				60,485	63,410	64,925	66,255	67,790	69,560
26				61,415	64,395	65,920	67,250	68,805	70,575
27				62,345	65,380	66,915	68,245	69,820	71,590
28				63,275	66,365	67,910	69,240	70,835	72,605

Appendix A
2021-22 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
1	35,550	36,650	37,750	38,850	40,450	41,775	43,100	44,425	46,025
2	36,455	37,575	38,685	39,790	41,445	42,780	44,115	45,440	47,060
3	37,360	38,500	39,620	40,730	42,440	43,785	45,130	46,455	48,095
4	38,265	39,425	40,555	41,670	43,435	44,790	46,145	47,470	49,130
5	39,170	40,350	41,490	42,610	44,430	45,795	47,160	48,485	50,165
6	40,075	41,275	42,425	43,550	45,425	46,800	48,175	49,500	51,200
7	40,980	42,200	43,360	44,490	46,420	47,805	49,190	50,515	52,235
8	41,885	43,125	44,295	45,430	47,415	48,810	50,205	51,530	53,270
9	42,790	44,050	45,230	46,370	48,410	49,815	51,220	52,545	54,305
10	43,695	44,975	46,165	47,310	49,405	50,820	52,235	53,560	55,340
11	44,620	45,910	47,100	48,250	50,400	51,825	53,250	54,575	56,375
12	45,545	46,845	48,035	49,190	51,395	52,830	54,265	55,590	57,410
13	46,470	47,780	48,975	50,140	52,400	53,845	55,280	56,625	58,445
14	47,395	48,715	49,915	51,090	53,405	54,860	56,295	57,660	59,480
15		49,650	50,855	52,040	54,410	55,875	57,310	58,695	60,515
16		50,585	51,795	52,990	55,415	56,890	58,325	59,730	61,550
17		51,520	52,735	53,940	56,420	57,905	59,340	60,765	62,585
18			53,675	54,890	57,425	58,920	60,355	61,800	63,620
19			54,615	55,840	58,430	59,935	61,370	62,835	64,655
20			55,555	56,790	59,435	60,950	62,385	63,870	65,690
21			56,495	57,740	60,440	61,965	63,400	64,905	66,725
22			57,435	58,690	61,445	62,980	64,415	65,940	67,760
23			58,375	59,640	62,450	63,995	65,430	66,975	68,795
24				60,590	63,455	65,010	66,445	68,010	69,830
25				61,540	64,460	66,025	67,460	69,045	70,865
26				62,490	65,465	67,040	68,475	70,080	71,900
27				63,440	66,470	68,055	69,490	71,115	72,935
28				64,390	67,475	69,070	70,505	72,150	73,970

Appendix A
2022-23 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
1	35,975	37,125	38,275	39,425	41,075	42,450	43,825	45,200	46,850
2	36,915	38,085	39,245	40,405	42,110	43,495	44,880	46,255	47,920
3	37,855	39,045	40,215	41,385	43,145	44,540	45,935	47,310	48,990
4	38,795	40,005	41,185	42,365	44,180	45,585	46,990	48,365	50,060
5	39,735	40,965	42,155	43,345	45,215	46,630	48,045	49,420	51,130
6	40,675	41,925	43,125	44,325	46,250	47,675	49,100	50,475	52,200
7	41,615	42,885	44,095	45,305	47,285	48,720	50,155	51,530	53,270
8	42,555	43,845	45,065	46,285	48,320	49,765	51,210	52,585	54,340
9	43,495	44,805	46,035	47,265	49,355	50,810	52,265	53,640	55,410
10	44,435	45,765	47,005	48,245	50,390	51,855	53,320	54,695	56,480
11	45,395	46,735	47,975	49,225	51,425	52,900	54,375	55,750	57,550
12	46,355	47,705	48,945	50,205	52,460	53,945	55,430	56,805	58,620
13	47,315	48,675	49,925	51,195	53,505	54,995	56,485	57,875	59,690
14	48,275	49,645	50,905	52,185	54,550	56,045	57,540	58,945	60,760
15		50,615	51,885	53,175	55,595	57,095	58,595	60,015	61,830
16		51,585	52,865	54,165	56,640	58,145	59,650	61,085	62,900
17		52,555	53,845	55,155	57,685	59,195	60,705	62,155	63,970
18			54,825	56,145	58,730	60,245	61,760	63,225	65,040
19			55,805	57,135	59,775	61,295	62,815	64,295	66,110
20			56,785	58,125	60,820	62,345	63,870	65,365	67,180
21			57,765	59,115	61,865	63,395	64,925	66,435	68,250
22			58,745	60,105	62,910	64,445	65,980	67,505	69,320
23			59,725	61,095	63,955	65,495	67,035	68,575	70,390
24				62,085	65,000	66,545	68,090	69,645	71,460
25				63,075	66,045	67,595	69,145	70,715	72,530
26				64,065	67,090	68,645	70,200	71,785	73,600
27				65,055	68,135	69,695	71,255	72,855	74,670
28				66,045	69,180	70,745	72,310	73,925	75,740

Appendix A
2023-24 Salary Schedule

	I	II	III	IV	V	VI	VII	VIII	IX
	BA	BA+8	BA+16	BA+24	BA+36/MA	MA+9	MA+18	MA+27	MA+36
1	36,400	37,600	38,800	40,000	41,700	43,125	44,550	45,975	47,675
2	37,360	38,580	39,790	41,005	42,760	44,190	45,625	47,050	48,770
3	38,320	39,560	40,780	42,010	43,820	45,255	46,700	48,125	49,865
4	39,280	40,540	41,770	43,015	44,880	46,320	47,775	49,200	50,960
5	40,240	41,520	42,760	44,020	45,940	47,385	48,850	50,275	52,055
6	41,200	42,500	43,750	45,025	47,000	48,450	49,925	51,350	53,150
7	42,160	43,480	44,740	46,030	48,060	49,515	51,000	52,425	54,245
8	43,120	44,460	45,730	47,035	49,120	50,580	52,075	53,500	55,340
9	44,080	45,440	46,720	48,040	50,180	51,645	53,150	54,575	56,435
10	45,040	46,420	47,710	49,045	51,240	52,710	54,225	55,650	57,530
11	46,020	47,410	48,700	50,050	52,300	53,775	55,300	56,725	58,625
12	47,000	48,400	49,690	51,055	53,360	54,840	56,375	57,800	59,720
13	47,980	49,390	50,690	52,065	54,425	55,915	57,450	58,895	60,815
14	48,960	50,380	51,690	53,075	55,490	56,990	58,525	59,990	61,910
15		51,370	52,690	54,085	56,555	58,065	59,600	61,085	63,005
16		52,360	53,690	55,095	57,620	59,140	60,675	62,180	64,100
17		53,350	54,690	56,105	58,685	60,215	61,750	63,275	65,195
18			55,690	57,115	59,750	61,290	62,825	64,370	66,290
19			56,690	58,125	60,815	62,365	63,900	65,465	67,385
20			57,690	59,135	61,880	63,440	64,975	66,560	68,480
21			58,690	60,145	62,945	64,515	66,050	67,655	69,575
22			59,690	61,155	64,010	65,590	67,125	68,750	70,670
23			60,690	62,165	65,075	66,665	68,200	69,845	71,765
24				63,175	66,140	67,740	69,275	70,940	72,860
25				64,185	67,205	68,815	70,350	72,035	73,955
26				65,195	68,270	69,890	71,425	73,130	75,050
27				66,205	69,335	70,965	72,500	74,225	76,145
28				67,215	70,400	72,040	73,575	75,320	77,240

Appendix B
Current Extra Duty Compensation Schedule

Yearly Stipend Positions	2020-21	2021-22	2022-23	2023-24
Athletic Director	3,450	3,450	3,600	3,600
Band Director	2,700	2,700	2,800	2,800
Baseball, Head (1)	1,850	1,850	1,900	1,900
Baseball, Assistant (1)	1,400	1,400	1,450	1,450
Basketball Head 7-8 Coach (2)	3,300	3,300	3,400	3,400
Basketball Assistant 7-8 Coach (2)	2,900	2,900	3,000	3,000
Basketball 5-6 Coach (4)	2,200	2,200	2,300	2,300
Cheerleading Coach (2) *	1,850	1,850	1,900	1,900
Choral Director, Elementary	575	575	600	600
Choral Director, Middle School	2,200	2,200	2,300	2,300
Jazz Band	900	900	925	925
Mentor Teacher	1,125	1,125	1,150	1,150
Musical and Variety Show Director	2,700	2,700	2,800	2,800
Musical Choreographer	600	600	625	625
Musical Crew Manager	300	300	325	325
PBIS Internal Coach (6)	1,900	1,900	2,000	2,000
Ranger Club	525	525	550	550
Scholastic Bowl (2) *	1,250	1,250	1,300	1,300
Science Fair	1,000	1,000	1,050	1,050
Softball, Head (1)	1,850	1,850	1,900	1,900
Softball, Assistant (1)	1,400	1,400	1,450	1,450
Special Olympics (2) *	1,400	1,400	1,500	1,500
Student Council (2) *	1,800	1,800	1,900	1,900
Track, Head (1)	2,200	2,200	2,300	2,300
Track, Assistant (2-3)	1,950	1,950	2,000	2,000
Volleyball Head 7-8 Coach (1)	3,300	3,300	3,400	3,400
Volleyball Assistant 7-8 Coach (1)	2,900	2,900	3,000	3,000
Volleyball 5-6 Coach (2)	2,200	2,200	2,300	2,300
Webmaster (2)	1,300	1,300	1,350	1,350
Yearbook, Elementary	900	900	925	925
Yearbook, Middle School	2,550	2,550	2,600	2,600
Per Event Positions	2020-21	2021-22	2022-23	2023-24
Noon Supervision (Northview)	25	25	26	26
Noon Supervision (Parkside)	19	19	20	20
Event Supervision	28	28	28	28
Game Timer/Scorekeeper	28	28	28	28
Track Timers	56	56	56	56
Per Hour Positions				
Committee Meetings **	26	26	27	27
Detention/After School Supervision	31	31	32	32
Project Success/Academic Intervention	41	41	42	42
Internal Substitute	31	31	32	32
Intramurals	26	26	27	27

* If one person holds both positions, total pay is 1.5 of stipend salary.

** For approved committee meetings beyond five (5) hours per year.

Any person who has served five (5) consecutive years in any of the above assignments shall receive for any subsequent years of service thereafter an additional fifteen (15) percent in compensation for that activity. This excludes any items paid on a per hour or per event basis, with the exception of five (5) consecutive years of permanent, full-time noon supervision.

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL TO THE 2020-2024 PROFESSIONAL AGREEMENT BETWEEN THE BOARD OF EDUCATION, PERU ELEMENTARY SCHOOL DISTRICT 124, AND THE PERU EDUCATORS' ASSOCIATION, IEA/NEA

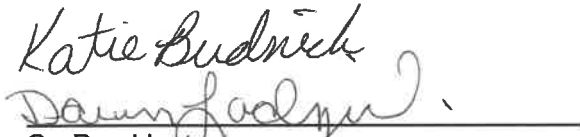
This Memorandum of Understanding serves as a supplemental agreement between the Board of Education of Peru Elementary School District 124, LaSalle County, Illinois, hereinafter referred to as the "Board" and the Peru Educators Association, IEA/NEA, hereinafter referred to as the "Association".

The purpose of the Memorandum of Understanding is to memorialize the agreement that *The Fair Share language has been removed from the contract per the Janus law. If the Janus law were to be overturned, Article II, Association and Teacher Rights, Fair Share section will be immediately enacted in its entirety.*

This Memorandum of Understanding is dated this 28th day of July, 2020.

In witness thereof:

For the Peru Educators
Association, IEA-NEA/NEA



Co-Presidents

For the Board of Education,
Peru Public Schools District 124



President

MEMORANDUM OF UNDERSTANDING

BETWEEN THE BOARD OF EDUCATION, PERU ELEMENTARY SCHOOL DISTRICT 124, AND THE PERU EDUCATORS ASSOCIATION, IEA/NEA

This is an agreement between the Board of Education, Peru Elementary School District 124, LaSalle County, Illinois, hereinafter referred to as the "Board" and the Peru Educators' Association, hereinafter referred to as the "Association".

I. Purpose and Scope

The purpose of this MOU is to clearly identify who will be formally evaluated in the 2020-2021 school year given the unique circumstances resulting from the COVID-19 Pandemic.

In particular, this MOU is intended to

- Clarify that Tenure teaching staff will not be evaluated this year (and)
- Clarify that only Non-Tenure staff will be formally evaluated with modifications.
- On Cycle Tenure staff will be evaluated in the 2021-22 school year
- Off Cycle Tenure staff be evaluated in the 2022-23 school year

II. Background

As school districts are faced with designing unique schedules and making curricular modifications to accommodate circumstances resulting from the COVID-19 Pandemic, we are agreeing that:

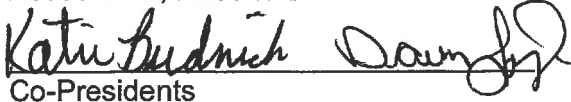
1. Teacher evaluations for Tenure staff will be suspended for the 2020-2021 school year.
2. All Tenure staff will maintain their current evaluation rating.
3. District developed Student Learning Outcomes (SLO's) will not be given this year due to the instructional loss from Spring 2020 and necessary curricular modifications.
4. MAP Testing *will* be conducted but for the sole purpose of assessing student progress or academic loss.
5. Non-Tenure staff will be evaluated as normal.
6. The last available MAP progression data will be utilized as the basis for their SLO rating.

III. Effective date and Signature


This Memorandum of Understanding is dated this 28th day of July, 2020.

In witness thereof:

For the Peru Educators
Association, IEA-NEA/NEA


Co-Presidents

For the Board of Education,
Peru Elementary School District 124


President