

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OAK LAWN COMMUNITY HIGH SCHOOL
DISTRICT 229
OAK LAWN, ILLINOIS

AND

OAK LAWN TEACHERS UNION
COUNCIL OF LOCAL 943
AMERICAN FEDERATION OF TEACHERS
AFL-CIO

2020 – 2024

(Compensation & Benefits Only
Extending to 2020-2021)

PREAMBLE

This Agreement is made and entered into by and between the Board of Education, School District 229, Oak Lawn, Cook County, Illinois, hereinafter referred to as the "Board", and the Oak Lawn Teachers Union, Council of Local 943, AFL-CIO, hereinafter referred to as the "Union" for the purpose of settling wages and working conditions of the bargaining unit defined herein.

ARTICLE I RECOGNITION

1. For the purpose of collective bargaining with respect to wages, hours, and working conditions, the Board recognizes the Union as the exclusive representative for all certified and all regularly employed non-certificated employees of the Board, including full-time basis substitutes, but excluding the Superintendent, Assistant Superintendent, Principal, Assistant Principal, department chairpersons/division heads, student services director, athletic director, network assistant supervisor, building and grounds supervisor, shift supervisor, director of technology, the superintendent's secretary, assistant superintendent's secretary, financial coordinator, deans, special education coordinator, employees employed for less than 600 hours, and all other supervisory, managerial, confidential and short-term employees.

It is understood that department chairpersons will be assigned full period teaching periods in order to effectively provide departmental leadership, to support professional staff development, and to facilitate sound departmental curriculum and assessment development. A department chairperson will be assigned no more than three full teaching periods per semester.

The Board assures that no teacher employed by OLCHS during the 2020-2021 school year who is retained for the 2021-2022 school year shall realize a reduction in workload through the 2023-2024 school year as a result of the administrative restructuring plan implemented in 2019-2020. This assurance includes the following stipulations:

- a. Does not apply to overload teaching sections.
- b. Teachers currently assigned to courses in multiple departments may or may not have the same departmental assignments from 2020-2021 to 2023-2024.
- c. Does not apply to the following scenarios:
 1. Non-tenured teacher who is non-renewed for performance reasons.
 2. Reduction in departmental section count due to decreased enrollment from 2020-2021 to 2023-2024.
 3. A reduction in force due to the return of a teacher who is on an extended leave from the district.
 4. A reduction in force due to a teacher on a partial schedule opting to transition to a full schedule.

In the event of a reduction in departmental section count due to decreased enrollment department chairpersons shall have their full period teaching assignments reduced or eliminated before any bargaining unit member carries a reduced load of full period teaching assignments and/or before any reduction in force (RIF).

Through the 2023-2024 school year, bargaining unit members in one department who face a reduced load or a RIF shall have the right to carry any full time teaching period assignment from

another department he/she is legally qualified to teach before the department chairperson of the other affected department can be assigned any full period teaching assignments.

As per Article II, Section 12 department chairpersons will facilitate the steps for assignment of classrooms/facilities and courses and subject to be taught. Department Chairpersons will be assigned classroom and teaching courses in the same manner as is followed by teachers in the bargaining unit.

2. Any change in the existing Board or School District policy, procedures, or District rules and regulations made during the term of this Agreement and not covered by this Agreement which affects the wages or working conditions of the employees covered by this Agreement will be communicated to, and fully discussed with the Union Executive Committee. The Board will receive and act on recommendations from the Union before final action on such changes is taken by the Board, provided the Union submits their recommendations within the time limits as set by the Board.
3. Any previously or prospectively adopted policy, rule or regulation of the Board which is in direct conflict with a provision of this Agreement shall be superseded by this Agreement.
4. Employees shall not be discouraged from joining any organization representing education employees.
 - A. No bargaining unit member shall be discriminated against for any purpose or in any respect by reason of membership in the Oak Lawn Teachers Union or for participation in the process of negotiations and resolving of grievances.
 - B. Neither the Board nor the administration shall make any attempt to regulate, control, or discipline an employee's activities or behavior outside of the regular school day unless such activities or behavior clearly have a deleterious effect or impact on the discharge of an employee's duties for the School District, provided nothing herein shall preclude the administration of the District from discussing with any employee the impact of an employee's activities on the operation of the School District or on the conduct of school affairs generally.
 - C. Matters related to employee-board (or administrator) and union-board (or administrator) relationships shall not be discussed in the presence of students, nor shall students be used to transmit union propaganda to parents or by being asked by employees or union to communicate messages to parents or other individuals.
5. The Union agrees to represent equally all members of the staff employed by the Oak Lawn Community High School, District 229, included in the bargaining unit as defined in Article I, Section I without regard to membership in, participation in, or association with the activities of the Union or any other employee organization, and to admit to membership all members of the staff, without qualifications other than payment of dues and employment by the Board.
6. The Superintendent shall meet monthly at a mutually agreeable time with representatives of the Union to discuss matters relating to the implementation of this Agreement.
7. The Board will deduct from the pay of each Union member from whom it receives an authorization to do so the required amount for payment of Union dues. A list of Union members

from whose salaries dues have been deducted shall be made available to the President of the Union no later than thirty (30) days after such deductions are made. Thereafter, a list of names added and names deleted will be made available within thirty (30) days after the additions and/or deletions. The pro-rata dues deductions shall be made every payroll period and shall be sent to the Union treasurer. Union dues withholdings will be discontinued upon written notification by an individual to the Union President and the District Superintendent or his designee.

8. The District shall deduct contributions to the IFT/ PAC fund from the paychecks of any employee who authorizes in writing such a donation be made.

The District shall transmit, within ten working days of the issuance of the paycheck to the person or location as designated in writing by the Union President and Treasurer. The District shall transmit with contributions the name, and amount deducted from each employee.

Bargaining unit members who desire to cancel such contributions shall notify the District and the Union in writing. Under no circumstances shall the Union or the District deny the right of employees to revoke the authorization of payroll deduction of IFT/PAC contributions.

The Union shall indemnify and hold harmless the District, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union, or in the event of any conflict of interests, an attorney selected by the Board and approved by the Union, which approval shall not be unreasonably denied.

9. Collective Bargaining Union Membership and Union Membership

- A. Definitions

1. **"Bargaining Unit Member"** is an individual who is covered by the collective bargaining agreement. An individual can be a bargaining unit member, but not pay dues to the union or be a member of the union.
2. **"Dues Payer"** is an individual who is in the bargaining unit and has signed a dues authorization card with the union, allowing the employer to deduct dues from his/her paycheck to remit to the union. An individual can be a dues payer and not be a member of the union.
3. **"Union Member"** is an individual who has signed a membership card with the union.

- B. The district shall begin dues deductions within thirty (30) days notice from the union. Such dues deductions remain valid until an employee leaves the position or when the employer receives notice from the union that an employee has revoked their authorization, in writing in accordance with the terms of authorization. The union shall inform the district within three business days of any employee submitting such written request to revoke authorization to deduct union dues. The union indemnifies the district for any damages and reasonable costs incurred by claims by employees. The union authorizes the district to deduct dues and remit them to the union.

- C. Only authorized union representatives will be allowed to solicit dues for employee organizations. The union will notify the district of any new members who have agreed

to dues authorization, and will notify the district of any current members who choose to cease paying dues pursuant to the terms of their signed membership/dues authorization card.

10. The Board agrees not to take any action which will prevent any employee from making application for or accepting a position in another school district. A candidate is free to accept employment elsewhere after the expiration of his contract with this School District, or if a tenured teacher, in accordance with State Law. An application placed with another prospective employer shall not in any way prejudice such applicant's status in his present position.
11. Whenever a member of the bargaining unit is required to participate during regular working hours in a mutually scheduled conference or meeting called by the administration, he shall be excused without loss of pay for that purpose. If an employee is entitled to Union Representation at such a conference or meeting and requests Union Representation, then the Union Representation from the bargaining unit may not exceed two members who shall also be excused without loss of pay to attend such meeting or conference. This shall not limit the employee's right to have representatives from the Union who are not bargaining unit members.
12. Both parties to this Agreement believe that the services of the employees are essential to the educational program of the District. It is recognized that a congenial and cooperative atmosphere is desirable for maximum productivity, which promotes a positive work environment for staff and a conducive learning environment for students. Therefore, both parties will endeavor to treat each other with courtesy and respect.

To further these ends, a School Climate Committee shall review conditions that impact the work and learning environments, collect and analyze data as needed, and provide recommendations that foster the continuous improvement of the school. The School Climate Committee shall consist of six members; three appointed by the Union President, and three appointed by the Superintendent.

13. All union members are granted full due process rights and equal protection.

ARTICLE II WORKING CONDITIONS

1. School Facilities
 - A. The Board shall provide reasonably spacious, clean, attractive and comfortable lounges. All employees shall exercise reasonable care in keeping the lounges free from litter.
 - B. Employees are encouraged to report to the appropriate authority conditions in the school deemed to be unsafe or unhealthful. The Board shall make every reasonable effort to render school facilities as free from hazards to health and safety as is practical.
 - C. Provided that there is an ongoing demand and that the school district generates a profit, vending machines will be maintained and available for staff and student use. Each school year, no later than May 1, the administration will provide the Union with a full accounting of all vending machine revenues and expenditures up to that point in time. Ten percent of the net vending machine profits, up to a maximum of \$1,500, will be

allocated toward welfare and scholarship purposes, with the administration and Union leadership jointly determining how to best utilize these funds.

- D. Each department and/or division shall have a departmental and/or division office of adequate size and condition to meet the needs of teachers in the department. It is understood, however, that in the event of emergency shortages of space, the Board might have to temporarily divert departmental and/or division office space to other use. The Board shall fully discuss such anticipated changes with the Union before taking such action.
- E. Each employee with 24 or more years of service in the District will have his/her choice of an assigned parking space based on seniority.

2. Recruitment and Hiring Practices

- A. The Union shall be supplied with a list of bargaining unit members, their phone numbers, if available, and addresses by October 1. This list shall be updated by the following March 1. The Union may have access to new bargaining unit member's names, phone numbers, if available, and addresses during the summer months if requested.
- B. All new teachers entering the District shall receive credit on the salary schedule for no more than their full previous teaching experience. The Union President will be notified whenever a new teacher is awarded less than their actual previous teaching experience for salary placement, including an explanation for the decision.

The Board agrees that membership per se in an employee organization will not be a factor in any decision to hire or not to hire.

3. Teaching Load and School Day

- A. A full-time teacher shall be assigned to five (5) full period teaching assignments and one intervention period. The intervention period includes instructional support and promotes the social, emotional, and academic growth of students. The regular school day for teachers will be seven (7) hours and twenty (20) minutes consecutively.
- B. Sixth Teaching Assignment
 - 1. All assignments beyond the five (5) full period teaching assignments must be agreed upon by the teacher and the Board.
 - 2. Sixth assignments will be offered in accordance with Article II, 12 Schedules & Building Facilities Step 2 with regards to seniority.
- C. Reasonable effort will be made to assign teachers to one room. When it is necessary to assign teachers to more than one room, effort will be made to keep the multiple assignments as convenient as possible.
- D. Each counselor, social worker, school psychologist, nurse or media specialist shall be entitled to one unassigned preparation period of 50 minutes, or the equivalent, per day. In the event a school improvement/professional development opportunity is scheduled during the unassigned period, the unassigned time shall be rescheduled for that day.

- E. Reasonable effort will be made to avoid assigning a teacher to more than three consecutive teaching periods.
- F. The Administration will avoid making assignments to teachers which will require more than three lesson preparations per day. Exceptions will be made only when peculiarities of subject matter and exigencies of teacher programming demand. Agreement of teachers affected by exceptions will be sought.
- G. The Board agrees that it will make every reasonable effort to meet the counselor-student ratio established as exemplary by the North Central Association of Secondary Schools and Colleges.
- H. Reasonable effort will be made to assure that the teacher-to-student ratios are consistent among all sections of the same course that are scheduled.
- I. Full time substitute teachers shall have no more than six (6) teaching periods and an intervention period of assigned duties. Assignments may include serving as a substitute for teachers, teacher-aides, secretaries, and deans' assistant or providing general building supervision. Full-time substitute teachers will be compensated according to Article VI, Section 2, for an additional assigned period.
- J. The teacher school day will include two unassigned professional preparation periods. From time to time, but no more than two times per semester, a teacher may be required to attend a meeting (during one unassigned preparation), for the purposes of school improvement/professional development. The social workers, school psychologist, nurse and counselors shall only need to attend one per semester. Teachers assigned to a 6th class will be provided a substitute to relieve them from one period of teaching assignment on days when they are attending a professional development meeting.
- K. Working hours for the media specialist will be established by the administration using flex time and staggered start times. The working hours are based on a 7 hour and 20 minute workday. The weekly hours for a media specialist will not exceed 2,200 (440/day minutes, 5/days) minutes without further compensation.
- L. Social and Emotional Skill Development
It is understood that all teaching staff shall incorporate instructional strategies into their content area curriculum that promote the social and emotional skill mastery of all students.
- M. In the event a teacher's class section enrollment exceeds the recommended capacity, the Union President shall be promptly notified.
- N. Special Education teachers shall be granted one and one half (1.5) in-building, professional days, in which they will work on developing Individual Educational Plans (IEP's).
- O. Part-Time Employees: On an annual basis, certificated staff may request an assignment to a reduced teaching schedule, and the administration will make a reasonable effort to grant such requests. Such requests shall be submitted by February 15 in the school

year prior. A teacher carrying a reduced schedule shall receive all of the contractual rights awarded to all teachers.

4. School Year and Calendar

- A. The school year for all teachers shall consist of one hundred seventy-six (176) student attendance days and four (4) institute/training days.
- B. Although the school calendar will provide one hundred eighty five days, sufficient holidays will be given or the closing day of school adjusted to insure that one hundred seventy-six (176) days of actual student attendance and four (4) institute/training days will not be exceeded. At or before the regular May meeting of the Board, a final school calendar will be adopted ensuring one hundred seventy-six (176) student attendance days and four (4) institute/training days.
- C. No later than January, a committee of administrators and Union representatives shall meet each year to work out a calendar for the succeeding third year, including the summer school calendar and parent-teacher conference dates. As part of the process, the committee will review the dates for parent-teacher conferences annually. The Board shall decide the official school calendar maintaining a three year calendar schedule no later than its March meeting. The parties recognize that unforeseen changes (i.e. acts of legislation or acts of nature) may require modifications to approved calendars. As such, the committee will reconvene.
- D. E-Learning Program: As per state statute, the administration may utilize e-learning days in lieu of emergency days.

5. Board Policy

The current School Board Policy Manual as well as Board meeting agendas and minutes shall be available to the Union via postings to the web.

6. Employee Leaves

A. Daily

1. Sick Leave

- a. The Board shall grant full-time ten-month employees 15 days sick leave, 4 of which may be used for personal business (following personal business procedures) at full pay in each year. The Board shall grant full-time twelve-month employees 18 days sick leave, 4 of which may be used for personal business (following personal business procedures) at full pay in each year. Each teacher with 18 years of teaching experience at Oak Lawn Community High School District 229 shall be granted 3 extra sick days per year (18 total days each year). If not used, such leave shall accumulate to a maximum available sick leave of 340 days. Sick leave will be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or any disability due to pregnancy and shall be governed by the provisions of Section 5/24-6 of the School Code.
- b. The Board will notify each employee by October 1 as to the number of sick leave days for which he/she is eligible.

- c. The morning of the absence, employees are responsible for notifying the proper authorities one hour prior to the start of the school day, and zero hour teachers are responsible for notifying proper authorities one hour prior to zero hour. If an employee fails to so notify the proper authority, then his/her absence will be deducted from any available personal leave; or, if no personal leave is available, he/she will be docked one day's pay for each day he/she is absent without so notifying the proper authority. If school is in session for less than one-half school day, employees will only have deducted one-half of a personal day.
- d. A twenty-four hour mechanism for reporting an illness will be in place so that an employee can report illness anytime. In reporting illness, an employee will state his or her name, department, nature of illness (i.e. personal illness, family illness) as soon as possible and at least one hour before the start of their shift. Certified staff employees who become ill and/or must leave before the end of the day will be charged per period for each period a substitute is required. When chargeable absences total 1-3 periods a half day will be charged. When chargeable absences total 4-6 periods, a full day will be charged. After 6 periods, the cycle will restart. Support staff employees who arrive late or become ill and/or must leave will be charged sick time in half hour increments equal to the time missed, rounded to the nearest half hour.
- e. If an employee has exhausted his/her accumulated sick leave, the Board may grant or approve additional sick leave.

2. Personal Leave

Personal leave for business or personal matters not covered by sick leave definition and which cannot be handled outside work hours will be granted to all personnel covered by this Agreement upon request for such leave with length of such leave submitted in writing to the Principal or Assistant Principal at least two days in advance of the proposed leave. When the leave requested falls before or after vacation time or a holiday, the request for such leave must be submitted in writing on the request form and the reasons may be stated verbally for approval to the Superintendent or his/her designee. In case of emergency, the two days notification period required may be waived by the Principal or immediate supervisor. On the day prior to, or following, a vacation period or a holiday, personal leave requests will be honored only if the request is submitted at least 45 days prior to the leave date. Emergency personal business or personal business that requires the presence of the employee and over which the employee has little, if any, control (court cases, legal hearings, or home emergency, etc., as opposed to vacation days, vacation travel, recreational activities, etc.) that must be scheduled on that particular day may be approved without being subject to the 45 day notification requirement.

3. Professional Leave

Every employee shall, without reduction in pay or reduction in other leave days, be entitled to leave each year for attendance at professional meetings and conferences as approved by the appropriate supervisor and as feasible within budgets provided for such leave. The availability of such leave will be subject to

the approval of the Principal or designee. Reasonable effort shall be made so that, except for Friday, no employee shall be denied a professional leave on the basis of the number of leaves previously granted for a given day.

4. Union Leave

The Board shall grant 7 days of leave to the Union President or his/her designee for union business provided that any such leave must be approved in advance by the Superintendent and the cost of a substitute paid by the Union. The Union President as of June 1st of the preceding school term shall be provided a modified intervention section assignment for the next school term. In the event a support staff member is elected union president, that individual will be granted 25 minutes per day unassigned time for the purpose of conducting union affairs. The unassigned time will be mutually agreed upon by the staff member and his/her supervisor

5. Bereavement Leave

Employees will be allowed up to 3 work days of paid leave for any incident involving the death of an immediate family member as defined in Section 5/24-6 of the School Code. For purposes of this Section, "immediate family" shall include, parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, and legal guardians.

B. Extended

During any unpaid leave of absence the seniority a teacher would have earned had the teacher not been on unpaid leave shall be reduced according to the following schedule:

On or after 45 unpaid days -	Quarter year
On or after 90 unpaid days -	Half year
On or after 135 unpaid days-	Three quarters year
On or after 181 unpaid days-	Full year

1. Childbirth/Adoption Leave

a. The Board shall grant a childbirth leave of absence without pay or loss of accrued sick leave or seniority to a regularly employed member of the staff who submits a written request for such leave with the expected date of delivery and requested length of the leave.

b. The legal adoption of a child under age ten will qualify a regularly employed member of the staff for childbirth leave application. The employee shall have all benefits of childbirth leave as specified in this section.

c. The employee shall apply for childbirth leave no later than 5 months prior to the expected date of the birth of the child or date of placement by adoption, or when the date of placement for adoption becomes known. A childbirth leave of absence may begin when the teacher so desires. Return from the leave must be at the beginning of a school year or at the beginning of second semester.

- d. Childbirth leave is without pay or benefits provided that the District shall maintain the employee's coverage under any applicable group health plan for a period of three months from the date of commencement of the leave or date of delivery or placement for adoption whichever comes first, at the level and under the conditions of coverage that would have been provided had the employee continued to work. Thereafter, the employee may continue participation in the District's health plan provided that the employee pays the full premium cost in a timely manner.
- e. Childbirth leave will be 1 full school semester or year plus the fraction of any school semester during which the leave may commence. The Board will consider extending childbirth leave for an additional semester, or year, if the teacher makes written application for such extension by February 15 in which the childbirth leave is in effect.
- f. No childbirth leave shall exceed 2 full school years, plus the fraction of any school year during which the leave may be commenced.
- g. Up to 45 days of paid sick leave may be taken without a doctor's note. The employee must provide a signed doctor's note for any additional time to be considered paid sick leave.
- h. Written notice of return from childbirth leave must be made by February 15 of the full term the teacher is on leave. The failure of a teacher to give written notice of return by the February 15 date shall be deemed a resignation from employment.
- i. Full time noncertified employees who have been regularly employed for two or more years shall upon request be granted a childbirth/adoption leave in accord with subsections a., b., c., and d. above. The maximum duration of the leave shall be 12 months.
- j. As an alternative to a childbirth leave as described in a through g above, an employee who is an "eligible employee" as defined in the Family and Medical Leave Act of 1993 and who has available FMLA leave days, is entitled to elect to take up to 12 workweeks of parental leave because of the birth of a son or daughter or because of the placement of a son or daughter with the employee for adoption. An employee shall provide at least 30 days advance notice of intention to take leave under this paragraph i except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. This parental leave shall not be taken intermittently without the written consent of the Superintendent. Any paid sick leave used by an employee due to disability caused or contributed to by pregnancy, childbirth or related medical conditions shall constitute part of the 12-week parental leave provided for herein. Up to 45 days of paid sick leave may be taken without a doctor's note. The employee must provide a signed doctor's note for any additional time to be considered paid sick leave. Parental leave under this paragraph

i shall be without pay and no benefits shall accrue during the period of leave. Unpaid leave is subject to the same seniority schedule outlined in Article II 6B. However, 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 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 the Family and Medical Leave Act of 1993, 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. When an employee returns from a leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign him/her to a different, similar available position if deemed to be in the best interest of the School District. An employee on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as employees not on leave.

2. Illness Leave of Absence

Subject to furnishing appropriate medical documentation, an illness leave of absence for one year without pay or increment will be granted to an employee for extended personal illness and for caring for a sick member of the immediate family. If at all possible, applications for such leaves must be made in writing to the Superintendent by February 15 prior to the year the leave is to be in effect. A teacher on leave must notify the Superintendent by February 15 of his or her intention to return to the District.

3. Professional Leave of Absence

A leave of absence for tenured teachers for one year without pay or increment may be granted for professional study but will be limited to three (3) tenured teachers per year. Applications for such leave must be submitted in writing to the Superintendent by February 15 prior to the year the leave is to be in effect. All applications received by the Superintendent will be submitted to the Sabbatical Leave Committee. The Committee shall review and make a recommendation on each request as to whether the leave should or should not be granted. Committee recommendations shall be promptly submitted to the Superintendent for presentation to the Board. All Committee recommendations shall be presented to the Superintendent prior to the April Board meeting. A teacher on leave must notify the Superintendent by February 15 of his or her intention to return to the District.

4. Personal Leave of Absence

Any tenured teacher may be granted a one year unpaid leave of absence upon application to the Board by February 15 of the year preceding the leave. A teacher on personal leave of absence must notify the Superintendent by February 15 of his or her intention to return to the District.

5. Sabbatical Leave

A certified employee will be eligible to apply for a sabbatical leave of absence of one semester or one year after six (6) years of service at Oak Lawn Community High School for the purpose of (A) study and scholarly pursuits, (B) travel as approved or (C) such other purpose as may be adjudged proper by the Superintendent and the Board of Education. The following provisions will govern such leave:

- a. The cost to the Board for teachers granted such leave for salary, pension, and fringe benefits shall be 75% of the basic salary as if the teacher were in actual service or as provided by the School Code, whichever is larger. The teacher on sabbatical leave shall continue to progress on the salary schedule as the teacher in service.
- b. A teacher accepting sabbatical leave must agree to return to teach at Oak Lawn one year following the sabbatical or to refund the salary paid to him during such leave, unless such return and performance is prevented by illness or incapacity.
- c. The teacher will return to a position equivalent to that he occupied at Oak Lawn before the leave, unless a better position is offered and accepted.
- d. Three faculty members may be granted leaves concurrently in any one year.
- e. A Sabbatical Leave Committee, composed of the Superintendent, two (2) other members to be appointed by the administration, and three (3) members to be appointed by the Union, shall make recommendations to the Board on sabbatical leave. The Committee shall establish and make known to all applicants guidelines to be used as an aid in making its selections. Provided that when applications for leave are deemed by the Committee to be of equal merit, consideration will be given to the following priorities: (A) teachers applying for their first sabbatical over those applying for their second sabbatical; (B) teachers senior in service at Oak Lawn over those with shorter service; (C) teachers with longer total teaching experience over less experienced.
- f. Applicants for sabbatical leave for all or part of the ensuing school year must be filed with the Superintendent no later than January 15 of the immediate school year.
- g. Recommendations to the Board by the Sabbatical Leave Committee shall be presented to the Superintendent prior to the regular February meeting. Final Board action will be at the regular meeting in March. As provided in the School Code, the final decision on the number of sabbatical leaves to be granted and persons to receive such leaves will be made by the Board of Education.

6. If any portion of the leave is during the season of an extra responsibility assignment, that assignment may be posted as a one-season interim position.

However, with the previous consent of the principal and athletic director or assistant principal, an extra responsibility assignment may be held by a staff member on leave if in the best interest of students.

7. Vacancies

A. TEACHERS

All openings for positions paying yearly salary differentials in excess of Step I, Level I, of the Extra Responsibility Compensation Guide will be publicized electronically to all staff. Notices will be posted for a period of at least ten (10) school days or, in the event school is in summer recess, ten (10) weekdays before such vacancies are filled. In case of extenuating circumstances and with prior notice to the Union President, the length of time for posting notices of an opening may be reduced to three (3) days.

B. Support staff position vacancies and summer jobs shall be posted for not less than five (5) week days, excluding any holidays, before being permanently filled. The posting shall contain the job title, a brief description of the job, the general schedule and salary range. The Board shall determine when there is a vacancy and if it shall be filled. A posting may be withdrawn at any time. Internal employees shall be entitled to apply for any vacancy or summer job and shall be considered first, however the administration is not required to select an internal applicant to fill the vacancy or summer job.

C. Such notice shall set forth clearly the qualifications; compensation; certification requirements of the position; and, in the case of new positions, a brief job description.

D. Every staff member who desires to fill any such vacancy shall file his application in writing within the time limit specified in the notice.

E. Regarding promotions within the bargaining unit where qualifications are substantially equal, school seniority shall be a primary factor.

F. The Union shall receive notification of all resignations occurring in promotional positions.

8. Student Discipline

A. A committee to consider problems relating to student behavior and discipline is hereby established and so named the Discipline Committee. The committee shall meet periodically as often as necessary and shall be composed of four (4) representatives appointed by the Union, four (4) representatives to be designated by the administration and/or Board, two (2) student representatives, and at least two (2) parents. Additional personnel may meet with the committee by agreement of the parties.

B. All staff members will make every reasonable effort to uniformly enforce the Discipline Code at their respective responsibility levels.

See: Discipline Code

9. Staff Discipline Policy

A. Teachers

1. Management may discipline employees only for just cause. Disciplinary measures shall typically follow from oral reprimand, to written reprimand, to suspension with or without pay, and then to discharge, unless the alleged misconduct is considered egregious. If disciplinary action is issued that does not follow this typical

progression, the administration will provide a rationale for why the conduct is considered egregious. Any meeting with an administrator during which discipline may be considered, all employees shall have right to union representation.

2. Suspension Policy

- i. Pending a dismissal hearing pursuant to Section 24-12 of the School Code, the Board may suspend a teacher in accordance with Section 24-12; but, if acquitted, such teacher shall not suffer the loss of any salary by reason of the suspension.
- ii. If no dismissal is then pending, a teacher may be suspended by the Board without pay only after the teacher has received written notice of the reasons for the proposed suspension and an opportunity to be heard on the matter by the Board. Suspension shall be for just cause. The teacher retains all due process rights.
- iii. Unless charges of dismissal are approved by the Board, a discipline suspension shall not exceed ten (10) school days, only seven (7) of which may be unpaid.
- iv. In an emergency situation where the continued presence of the teacher on the job is detrimental to the educational process, the Superintendent may suspend a teacher for up to five (5) days provided that the teacher shall suffer no loss of pay if, upon hearing by the Board, the suspension is set aside. Otherwise, the Board may sustain the suspension or take such further action as may be appropriate.

B. Support Staff

1. Except for probationary employees who remain employees at will during their probationary period, management may discipline employees only for just cause. Disciplinary measures shall typically follow from oral reprimand, to written reprimand, to suspension with or without pay, and then to discharge, unless the alleged misconduct is considered egregious. If disciplinary action is issued that does not follow this typical progression, the administration will provide a rationale for why the conduct is considered egregious. At any meeting with an administrator during which discipline may be considered, all employees shall have the right to union representation.
2. Any employee who receives a written reprimand shall have the right to attach a written response to it or file a written reply to any oral reprimand. Reprimands may be grieved only to step four of the grievance procedure.
3. Except in cases of emergency, prior to any suspension with or without pay or discharge, the employee shall be notified of the proposed discipline and shall have the opportunity to meet with the Superintendent or his designee. At the meeting, the employee shall be told the reasons for the proposed discipline and be given the opportunity to respond to those reasons and to tell his/her side of the story. If the employee disagrees with the decision, the employee may within 10 week days (Monday-Friday, excluding holidays) appeal by filing a written grievance in the office of the Superintendent. However, if the disciplinary

decision was made by the Superintendent, the grievance shall commence at the fourth step of the grievance procedure. Otherwise, it shall commence at the third step.

4. Employees will be given 18 months to remediate oral and/or written reprimands. If within 18 months, the issue has been corrected to the satisfaction of the supervisor, upon the written request of the employee, the historical documentation will be dated and stamped "remediation completed." Further discipline for the same issue will start the process again. If the discipline is a result of the employee taking a day(s) off without pay, the employee will demonstrate remediation after 2 full school years of no such infraction to the satisfaction of the supervisor, upon the written request of the employee, and the discipline will be dated and stamped "remediation completed."

10. School Day and Daily Schedule

- A. The regular school day will be from 7:45 AM to 3:00 PM. It is agreed that a zero (0) period may be established by the administration. Teachers will only be assigned to zero hour on a voluntary basis. This zero period shall be from 6:50 a.m. to 7:45 a.m. four days per week on Mondays, Tuesdays, Thursdays, and Fridays. Zero hour teachers are requested, but not mandated, to extend their normal workday to 3:00 on each half-day in-service date. Certified Staff will report at least 5 minutes prior to beginning of the school day.

Teachers involved in a staffing will be expected to remain until said staffing or conference is completed.

Teachers leaving the building during the school day for either school business or personal business shall sign out prior to departure at the Principal's Office, or in an electronic manner as determined by the administration, and, if possible, give the location where they can be contacted. The reason for leaving the building will be indicated.

Working hours for the school nurse will be established by the administration annually. The working hours are based on a 7 hour and 45-minute workday and shall begin no earlier than 7:25 am and shall end no later than 3:30 pm.

- B. Club activities, sports activities and dramatic activities shall be scheduled carefully so that major conflicts are avoided.
- C. An articulation program between the grade school and the high school will be instituted contingent upon working out a suitable agreement with the elementary districts.
- D. The Educational Development Committee shall have the authority to modify the bell schedule as necessary within the 7:45-3:00 school day.
- E. One common prep meeting time per semester may be utilized for union meeting purposed provided it is requested at least 30 days in advance.

11. Substitution

- A. Every reasonable effort shall be made by the administration to avoid non-voluntary substitution. Non-voluntary internal substitution will be required only when unavoidable to provide necessary coverage of classes.
- B. The primary responsibility for obtaining necessary substitutes will lie with appropriate administrative and supervisory personnel.
- C. The Board hereby reaffirms its policy of making every reasonable effort to obtain external substitute teachers for full day or longer substitutions.
- D. Internal substitution shall be from the absent teacher's department whenever possible. Every reasonable effort shall be made to distribute substitutions during each period among teachers desiring substitutions.
- E. On Wednesdays, teachers assigned to zero hour will report at the normal start of the school day as determined in Article II, Section 10.A. In lieu of this reduced workload, zero hour teachers will provide five (5) periods of substitute service per semester during the time that they are assigned to teach zero hour with no additional compensation. A zero hour teacher who extends his/her normal workday to 3:00 on a half-day in-service date will be relieved of one period of internal substitute service from the required five (5) periods each semester. On days where the bell schedule requires zero hour teachers to stay past normal release time, they are not expected to stay more than 17 minutes past normal release time.

12. Schedules & Building Facilities

Step 1: Teacher preferences regarding assignment of classrooms and other building facilities and assignment of courses and subjects to be taught, including number and kind of preparations, will be communicated to Division Chairs and/or other appropriate administrators.

Step 2: Administrators will facilitate and teachers will participate in the selection process within their departments in a collegial manner taking into account teacher preferences, the length of service in the District of teachers involved, the qualifications of the teachers involved, and the demonstrable best interests of the students and the total educational program.

Step 3: If teacher and/or administrator preferences are not met, the administrator and/or the teacher will communicate his/her concerns to the Principal. The Principal will first consider teacher preferences, taking into account the length of service in the District of teachers involved, the qualifications of the teachers involved, and the demonstrable best interests of the students and the total educational program in making final teaching assignments. Individual teacher grades will not be a factor when determining teacher course assignments. It is also understood that an individual teacher cannot determine the number of sections to teach of the courses he/she has written on the preference document submitted.

13. Custodial and/or Clerical Duties

- A. The Board agrees to attempt to develop and implement in conjunction with the Union, in so far as practical, workable, and consistent with the School Code, a program for student involvement in activities determined by the parties. It is understood and agreed that the program to be adopted will recognize the ultimate, continuing responsibility of

the teaching staff for general education in civic responsibility and maintenance of school discipline.

- B. Teachers, Instructional Assistants, Technical Assistants, and Dean Assistants may be assigned to supervise students during study hall and other resource areas within the school day. All staff members assigned to supervise students are required to keep student attendance as outlined by the School Code.
- C. The Superintendent and the President of the Union and/or their designees shall meet during the school year to devise a plan to increase teacher productivity by reducing or relieving teachers of various responsibilities and tasks including, but not limited to, tardy referral processing and the maintenance of professional logs.

14. Notification of Teaching Assignments and Salary

- A. The administration shall notify teachers in writing of their tentative teaching assignment and any supervision for the coming school year on or before May 18 of the current school year.
- B. The administration will not modify or change the teaching assignment given to a teacher after the initial notification unless such change may be necessitated by staff, enrollment, or other changes in conditions prevailing at the time of initial notification which directly affect teaching programs and assignments. In the event such changes are necessitated, the teacher will be informed of such change as soon as is reasonably possible; and his/her agreement to such changes will be sought.
- C. Available teacher employment opportunities for the summer school and evening school program shall be made known as needs are determined.
- D. Teachers desiring employment in the summer school program will submit application on forms supplied by the administration.
- E. District 229 regular teacher personnel planning to return to the District shall be given preference over other candidates for summer school or night school employment. Seniority shall be a primary factor in determining preference in summer school or night school employment. Summer school or night school seniority shall be determined by the length of service in summer school or night school. If summer school or night school seniority is equal, then regular term school seniority shall be the determining factor. Interruptions in summer school or night school teaching service shall not affect seniority. Once summer school or night school employment is accepted, teachers may not reject said summer school or night school employment with less than fifteen days notice prior to summer school or night school opening, without being subject to penalty of loss of summer or night school seniority.
- F. The administration shall post the tentative employment opportunities by title, salary and qualifications.

15. Student Grades

- A. Student grades as reported by a teacher shall be final if pedagogically justifiable and reasonable, given established school grading policy and tradition.

- B. Grade submission dates for all grading periods will be established during calendar development in January of each year. Midterm and Quarter Grades will be due no sooner than 41 hours (excluding weekends and holidays) upon completion of the end of grading period. Semester One grades will be due no sooner than 3:00 p.m. the school day following the last semester exam. Semester Two grades will be due no sooner than 3:00 p.m. the school-business day following the last semester exam.

16. Report of Personal Injury Cases

- A. Employees or their designees shall report immediately in writing to the district office all cases of assault and/or battery suffered by them in connection with their employment.
- B. The report shall be forwarded to the Board which shall comply with request of the employee for information in its possession relating to the incident or persons involved.
- C. The Board agrees to indemnify employees against death, and bodily injury, and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.
- D. Whenever an employee of the District is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his employment, he shall continue to receive his regular salary for a period of time equal to 45 school days plus a number of school days equal to his accumulated sick leave days, if needed. Such absence shall not be charged to his annual sick leave. In no event shall the teacher receive his salary if he is declared physically able to return to work by a Board-appointed physician. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workmen's Compensation and/or Teacher Pension payments for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid.

17. Extra-Curricular Assignments

- A. Individual collective bargaining unit staff who have assignments which provide compensation in addition to the salary provided in the basic salary schedule shall retain such assignments from year to year unless notified otherwise in writing, with reasons given to athletic coaches within thirty (30) calendar days of the last varsity contest in which the team participated and no later than May 1st for all other stipend positions listed in the Extra Responsibility Compensation Guide including Saturday Detention Monitor(s) and after-school program instructors. Written notification will be provided using the extracurricular and athletic evaluation tools as approved by the Educational Development Committee. Staff members so relieved of extra responsibility assignments shall have the right to appear before the administrative group with Union representation and fully discuss the merits of the action taken.

A copy of a written evaluation of anyone involved in extra-curricular assignments will be given to the staff member being evaluated on an annual basis. The staff member has the option to discuss the evaluation with the evaluator. A follow-up conference between the staff member, a Union representative, the evaluator and an administrative representative may be held within ten (10) school days, if requested.

B. Extra-curricular assignments will be on a voluntary basis, provided, however, the administration may, at its discretion, assign any such teacher for the first four years of employment to an extra-curricular duty whenever no other qualified staff member volunteers for such duty. Bargaining unit members who apply for posted positions will be given preference in filling extra curricular assignments. When a bargaining unit member with experience as an OLCCHS extracurricular coach or sponsor is subsequently appointed to a different extracurricular position with common qualifications and expectations, the administration shall award up to five years of previous experience when determining the stipend for the new assignment. Experience as a sponsor and experience as a coach shall be credited provided they return to a position within five (5) years time.

C. Event Worker Assignments

The employees of Oak Lawn Community High School serve an important role in providing for the safe and efficient operation of the extra-curricular events that are hosted by our school. The school administration will appoint bargaining unit employees to specific job roles when these events take place. If no bargaining unit employee is available for a specific job role, the administration may appoint a non-bargaining unit member. These individuals are compensated as per the current Board-Union Agreement hourly rate (see Article VI, Section 8A). Presented below is a summary of the appointment process for these various extra-curricular event job roles.

1. Definition of Job Role Categories

There are three categories of extra-curricular event job roles. The process used to make the assignments varies slightly among the three categories. Each category is defined below.

a. Non-Athletic Event Supervision

These job roles include chaperoning school dances and other after-school and weekend events that are attended by OLCCHS students, (e.g. Homecoming, Battle of the Bands, etc.). Employees are required to observe student behavior and take action to ensure proper observance of our student conduct code. These appointments are generally made by the Assistant Principal for Student Activities.

b. Regularly Scheduled Athletic Events

These job roles include a variety of positions that are required at the numerous athletic events hosted at Oak Lawn Community High School. Examples of these job roles include the supervision of students and other spectators, (e.g. crowd control, ticket-taker), as well as the game support tasks of the particular athletic event, (e.g. scorekeeper, videographer, announcer, etc). The Athletic Director typically makes these appointments at the start of each season.

c. Unanticipated Scheduled Events

These job roles are often the same job roles utilized at regularly scheduled events. However, due to unexpected changes in scheduling and/or addition of events, (e.g.: playoff games, rain make-ups, personal emergencies, etc.), seasonal appointments have not been made. These appointments typically need to be made in a shorter time span than usual. Also included in this category are out-of-the-ordinary job roles that may arise from time to time, (e.g. fan bus supervision).

2. Appointment Process

Administrative appointment is based on retention rights and frequency of experience in the job role over the most recent two year period. When frequency of experience is equal among multiple candidates, building seniority will determine the appointment.

a. Non-Athletic Event Supervision

The administration reserves the right to determine the number of chaperones that will be appointed to all events. Given no changes are made in the number of chaperones needed for an event, employees who have been appointed to a specific event in the past year are given first “rights” to continue chaperoning that event. These workers are given written and/or electronic notice of their right to take on the assignment and provided a deadline for responding to the notice. If any of the previous workers do not take the assignment, an offering (writing and/or electronic) may be made to all bargaining unit employees to take on the assignment. Individuals desiring appointment to the job role will be given a deadline for replying. Selection of these workers is made primarily on the basis of qualifications and experience, with equally-qualified multiple candidates selected according to building seniority.

b. Regularly Scheduled Athletic Events

The administration reserves the right to determine the specific job roles that are required for each athletic event, as well and the number of workers needed for each job role. Given no changes, workers who have been assigned to specific job roles in the past year have first “rights” to continue in that job role. For job roles that have seven (7) or more assignments within a season, an event worker may lose his/her retention rights if the worker does not work at least 80% of those job role assignments. For job roles that have six (6) or less assignments, an event worker may lose his/her retention rights if the worker does not work at least 50% of those job role assignments. These workers are given written and/or electronic notice of their right to take on the assignment and given a deadline for responding to the notice. If any of the previous workers do not take their former assignment, selection of new workers is made from the pool of bargaining unit members. Selection of these individuals is made primarily on the basis of previous experience and qualifications for the specific job role. Building seniority is used as a secondary factor when more than one equally experienced and qualified individual has applied for the job role.

The administration reserves the right to determine the specific number as well as the expectations of job roles (i.e., scorer, supervision, etc.) that are required for each athletic event. These needs may change from year to year and/or during a season. The administration can make changes to the description of the job role for each event at the beginning of an athletic season and will give reasonable training to the event workers who have been appointed to work the events. Selection of event workers shall be made according to the following procedure:

Step 1: Workers that are bargaining unit members who have been assigned to specific job roles in the past year have first “rights” to continue in that job role.

These workers are given written and/or electronic notice of their right to take on the assignment and given a deadline for responding to the notice. If any of the previous workers do not take their former assignment, selection of new workers is made from the pool of bargaining unit members. Selection of these individuals is made according to the parameters outlined starting in Step 2 below.

Step 2: Selection of workers for job roles at events not taken by those with retention rights is made from the existing list of bargaining unit members who have already worked the same job role. The most senior event worker for the job role will be assigned. Event worker job role seniority is determined by the number of events worked in that job role in that sport over the most recent two-year period.

Step 3: If no such member as described in Step 2 takes the job role for a specific event, then a unit member who worked a similar job role in another sport will be assigned according to the seniority procedure as outlined in Step 2.

Step 4: If no such member takes the job role for a specific event as described in Step 3 then the athletic director's office shall offer the position to all bargaining unit members and selection of these individuals is made primarily on the basis of previous experience in that sport and qualifications for the specific job role. Building seniority is used as a secondary factor when more than one equally experienced and qualified bargaining unit member has applied for the job role.

Step 5: If, after a reasonable amount of notification time, no qualified bargaining unit member takes the job role for a specific event, the athletic director may assign a non-bargaining unit member. Such event workers have no rights regarding future events and do not accrue seniority in any manner. Notice will be provided to the Union President any time a non-bargaining unit member is assigned to an event worker position.

c. Unanticipated Scheduled Events

Notice of the unexpected athletic event, along with the job roles that need to be filled, is given to all bargaining unit employees. Staff members are provided a deadline for responding to the request for workers. Individuals who are regularly scheduled to the needed job roles are given first "rights" to the positions. If there are still job roles needing to be filled, the administration may request individuals to take on a different job role to ensure the effective operation of the event. Other workers from the pool of those expressing a desire to take on the job role(s) may be appointed to any open job roles. Selection of these workers is made primarily on previous experience and qualifications for the specific job role. Building seniority is used as a secondary factor when more than one equally experienced and qualified individual has applied for the job role. In the event that not enough employees have expressed an interest in taking on a job role, the administration may attempt to recruit bargaining unit employees to take on needed job roles.

3. Job Expectations, Job Training, Review of Performance

All employees will receive a written statement of what is expected of them if they are

appointed to a job role, including a general and position-specific job expectations summary. All assigned event workers may be required to attend an annual orientation meeting where expectations will be explained. Workers will be compensated for their actual time in attendance. The administration will address concerns with the execution of job expectations by an employee promptly and fairly. If an administrator believes that an employee is not abiding by the outlined job expectations, the following process will be followed:

First incident: Verbal notice is provided. Review of the expectations will occur, and specific concerns are identified.

Second incident: Written notice is provided. The content of the verbal notice is memorialized in writing. The specific job expectation that is not met is identified. A remedy is provided.

Third incident: Employee will lose "rights" to the position in future years. Immediate removal from the assignment is at the discretion of the administration. Administrative action is memorialized and employee is notified in writing.

D. Appointments to all assignments will be communicated to the Union President for informational purposes.

18. Classroom Interruptions

Classroom interruptions, whether in person or by other means of communications, will be utilized only in case of emergency or where no other reasonable alternative is possible. Every reasonable effort shall be made so that interruptions other than emergencies will take place only during the beginning or end of the period.

19. Academic Freedom

A. Teachers have the right to use learning materials and to structure learning activities within the planned instructional program, as determined by normal administrative procedures, according to their best professional judgment, recognizing their responsibility to intellectual integrity and scholarly objectivity. Academic freedom exercised by a teacher requires that he is cognizant of the maturity of his students and that this be recognized in his instructional presentations. Notification will be made through the administration to the Superintendent whenever a teacher intends to inject into course coverage units which might be anticipated to be controversial and secure approval for the unit. This obligation to notify and secure approval for the unit shall not be interpreted as a restriction of a teacher's academic freedom.

B. In the event of adverse criticism by third persons of books, teaching methods or materials used in the District, and petitions for censorship, removal or expurgation of content deemed by a critic or critics to be offensive on moral, political, religious, or other grounds, the procedure shall be as follows:

1. Any criticism of any area of a teacher's performance shall be submitted to the Superintendent in writing and signed by a resident of the School District. A copy of the written criticism without the names and signatures shall be delivered to the teacher involved.

2. The teacher involved shall have an opportunity to select three (3) members of a six (6) member committee, all employed by the District. The administration shall select the remaining members.
3. The committee shall be subject to reporting deadlines as determined by the Board. The committee will review the criticism and will submit its findings in writing to the Superintendent, who shall forward them to the Board and to the teacher involved. If the teacher is requested to appear before the committee, the teacher shall have the right to request Union representation. The teacher shall have the right to make a presentation to the committee if he or she so desires.

20. Parent-Teacher Conferences

- A. The entire teaching staff shall be required to attend Open House/Back to School Night, which will be scheduled in lieu of a half-day in-service session.
- B. The entire teaching staff shall be required to attend Parent-Teacher Conferences.

21. Whenever a teacher determines that the classroom conduct of a student may create a safety hazard for himself or other students enrolled in the class, the teacher shall act as follows:

- A. The teacher shall notify the appropriate student's dean by means of a written statement identifying the hazard created by the student's conduct.
- B. The dean shall promptly investigate the matter and confer with the teacher and other appropriate members of the staff to verify the basis of the hazardous claim. The dean shall communicate his decision to the teacher.

22. Teacher Reduction in Force (RIF)

- A. If the total school enrollment decreases, reasonable effort will be made by the Board to reduce average class sizes for optimal educational benefits for the students.
- B. If the reduction in personnel results from the decision of the Board to reduce the number of teachers employed by the District or to discontinue some particular type of teaching service for any reason, written notice shall be given to the teacher in accordance with the School Code.
 - B. Before the Board makes any reductions in personnel included in the bargaining unit, it shall advise the Union regarding such reductions and, upon request of the Union, provide routinely prepared and currently available pertinent data. Before taking action, the Union shall be given the opportunity to meet with the Board or a committee of the Board, and express its views and recommendations on the matter.
 - C. When such reductions in personnel are required among tenured teachers, the administration shall attempt same by attrition.
 - D. A copy of registration information including sectioning, open and closed courses, staff needs and any other relevant information shall be furnished to the Union, and this information will be discussed with the Union upon request.

- A. Reduction in personnel under this Section 22 shall be in accordance with the following

procedure:

1. Layoff and recall of teachers that occur during the term of this Agreement will be in compliance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) and the provisions of this section.
2. By no later than seventy-five (75) calendar days before the end of each school year, the Superintendent shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by Section 24-12(b) of the Illinois School Code. Thereafter, the Superintendent shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term.
3. If the Board deems it necessary to lay off teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory grouping, with those in the lower groupings being removed before those in higher groupings. Within Group 1 (teachers who have not attained tenured and have not received a performance evaluation prior to forty-five [45] calendar days before the end of the school term), teachers may be honorably dismissed in any order determined by the Board. Within Group 2 (teachers with a Needs Improvement or Unsatisfactory summative performance evaluation rating on either of their last two summative ratings), teachers with a lower average rating on their last two summative ratings (or their last rating if only one is available) shall be honorably dismissed before teachers with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among teachers with the same average rating in Group 2 and teachers in Groups 3 and 4, less senior teachers shall be removed before more senior teachers.
4. Teachers honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and certified or overnight mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her current mailing address. A recalled teacher shall have fifteen (15) calendar days to inform the District that he/she accepts the position. Teachers who do not accept a position shall be stricken from the recall list.

23. Seniority Definition

- A. District seniority shall be the number of school terms as a full-time certified employee in the District exclusive of summer school or night school seniority. An employee who begins full-time employment in the District prior to January 1, of any school term shall be entitled to a full year of seniority credit for that school term. An employee who begins full-time employment after January 1, of any school term shall be entitled to ½ year of seniority credit for that school term.
- B. During the month of October, the administration shall distribute a seniority list to each member of the certified staff. This list shall contain the names and employment dates of

all certified employees, including certified employees on approved leave, in order of seniority.

- C. For two or more teachers who begin work on the same date, the date of the Board's approval of their employment shall establish seniority order. For two or more teachers who are approved by the Board on the same date, the Superintendent shall hold a lottery of those teachers to determine seniority order.

24. Reduction in Force: Support Staff

- A. Seniority of support staff shall be determined as the length of time of continuous employment effective with the date of last hire. A seniority list will be compiled listing each regularly employed classified employee showing his/her date of hire and years of service. An employee who transfers from one category to another without a break in service shall commence to earn seniority in the new category as of the date of the transfer and shall retain and continue to earn seniority in the category from which he/she was transferred. Seniority lists will be compiled for the following categories:

- Part-time Custodial
- Dean Assistants
- Instructional Assistants
- Administrative Assistants
- 12 Month Secretaries
- 10 Month Secretaries
- Part-time Secretary
- Nurse Health Aide
- Utility Maintenance
- Skilled Maintenance
- Custodians
- Technology Assistants/Specialist
- Media Center Technical Assistants

When the length of service in the system is equal, date of appointment shall be the determining factor. Conflicts of seniority among individuals within a classification with the same starting dates of service in the district shall be resolved by earlier dates of part-time employment in the district. If there is still a tie, it shall be broken by lottery.

- B. All full-time employees shall have seniority equal to length of service as measured in full years, irrespective of working ten (10) or twelve (12) months.
- C. Any employee granted a Board approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time when on leave. Additional seniority, sick days and vacation time are not accrued when on such approved leave.
- D. Should the Board of Education determine that a reduction-in-force within a category is to occur, it shall be accomplished by the lay-off of the classified employee or employees from the category based on seniority. If the more senior employee is in the judgment of management not qualified to hold the position held by the less senior employee in their category, the more senior employee shall be allowed 30 days to obtain the necessary instruction in order to be qualified. If the laid off employee is in the judgment of management qualified for a position in another category held by a less senior employee,

the laid off employee will be able to bump the less senior person. All employees who believe that they are qualified to hold a position in another category must submit a statement to the Superintendent setting forth the positions they believe they are qualified to fill. The statement will be considered but the decision as to whether an employee is qualified or will be qualified after the proper instruction remains within the discretion of management. Probationary employees within a category shall be dismissed first and may be removed in any order. Part-time employees may be laid off with written notice given no less than 60 days prior to the effective date of the lay off. A full-time employee who is to be laid off shall be given written notice at least 60 days prior to the end of the school term.

- E. Subsequent to the lay off of any employee, if the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available from within a specific category of position shall be tendered to the laid off employees from such category so far as they are qualified or will be qualified after the proper instruction to hold such positions. Employees shall be recalled in the reverse order of that in which they were laid off. Notice of recall shall be mailed to the last known address of the employee by certified mail, return receipt requested. The employee must accept a recall within 15 days of the date of the notice. Failure to accept the recall shall cause the employee to forfeit any further right to recall.
- F. When an employee who has been laid off is recalled within one calendar year from the beginning of the following school term shall lose no accrued seniority, accrued sick leave days, or accrued vacation time during the lay off period. Additional seniority, sick days, and vacation time are not accrued when an employee is on such lay off.

25. Curriculum Committee

The Curriculum Committee shall be composed of four (4) representatives appointed by the Union (one of which will be a counselor), and four (4) representatives to be designated by the administration.

26. Full-time Substitute Teachers

- A. Full-time substitutes teachers shall be non-renewed by the Board on an annual basis in accordance with the Illinois School Code §105 ILCS 5/24-11, presently stated as not less than 45 days prior to the end of the school year.
- B. A tenured teacher who has been RIF'd and rehired as a full-time substitute teacher shall continue to accrue District seniority.

27. Work-Year for Support Staff

Work-Year is defined as the 12-month period beginning July 1 and ending June 30 of the following year. The number of workdays per year shall be assigned each year to regularly employed full time employees who are not 12-month employees. These employees shall receive notice each year by July 1, of the earliest date by which they may be required to report to work and the anticipated last day of work for the work-year. It is understood that the last day of work for an employee's work-year may be changed based upon the needs of the District.

28. Hours of Work and Overtime/Extra time for Support Staff

- A. Overtime is any hours of actual work beyond eight (8) in a day or forty (40) in a workweek. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours of overtime. Extra time is any hours of actual work beyond the employees regularly scheduled hours up to, but not exceeding eight (8) hours in a day or forty (40) hours in a workweek or work done on a designated holiday. Employees shall be paid their regular straight time hourly rate of pay for all hours of extra time. It is recognized that it may be necessary for employees to work overtime so that the school can function in the most efficient manner. Overtime/extra time may be assigned and all overtime/extra time must be approved in advance by the Superintendent or designee. No employee is entitled to overtime or extra time. Selection of an employee for overtime/extra time shall be first by the holder of the position and then on a rotational basis the most senior to be offered the overtime first. Overtime/extra time pay immediately before or immediately after a regular shift shall be no less than one-half hour. Overtime/extra time performed at a time other than immediately before or immediately after a regular shift shall be paid for no less than two hours. It will be first offered, with seniority, to full-time employees, then to part-time employees. There will be a posted overtime/extra time list. Employees upon turning in their overtime/extra time sheets shall indicate whether the remuneration for the overtime/extra time shall be monetary or used as compensation time. No more than two (2) days of compensation time may be accrued in a school year. All accrued compensation time must be used in the school year in which it was earned.
- B. The regular starting and quitting time shall be established from time to time by the Superintendent or designee in accord with the needs of the school. An employee's regular hours of work within a work year shall not be reduced during a work year. Any reduction in an employee's regular yearly hours shall be made only by written notice given no less than 60 days prior to July 1 of the year of the reduction. The following is the normal workday and regular work year for support staff employees;
1. MAINTENANCE AND CUSTODIAN. The normal work day for full time maintenance and custodial employees shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the work day. The regular work year for full time maintenance and custodial employees shall consist of 260 workdays including paid holidays and vacation.
 2. ADMINISTRATIVE ASSISTANTS AND 12-MONTH SECRETARIES. . The normal workday of full time twelve-month Administrative Assistants shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the workday. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school year. The regular work year for full time 12 month secretaries shall consist of 245 work days including paid holidays and vacation.
 3. FULL-TIME TEN MONTH SECRETARIES. The normal workday of full time ten-month secretaries shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two (2) scheduled fifteen (15) minute breaks within the workday. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school

year. The regular work year for full time ten-month secretaries shall consist of between 185 and 190 workdays plus paid holidays. Every ten-month secretary shall be notified of their work calendar for the next school year before they leave for the summer. Time worked on a day that was not previously scheduled must be mutually agreed upon by both the supervisor and employee and will be compensated at the employee's hourly rate.

4. INSTRUCTIONAL ASSISTANTS. The normal workday for full time instructional assistants shall consist of 6 to 8 work hours with an additional 30-minute unpaid duty-free lunch period. The administration will clarify hourly workload when hiring. Instructional assistants employed prior to June 1, 2016 will not have their workday reduced from their 2015-2016 school year hour allotment unless the instructional assistant agrees in writing to do so, and they may only return to their original workload if a position is available. Each instructional assistant will receive a 15-minute break each day to be scheduled with the agreement of the cooperating teacher and the administration. Each instructional assistant will also receive 15 minutes in order to confer with teachers concerning lesson plans. The regular work year for instructional assistant shall be the number of student attendance days, plus at least three institute days per year, plus paid holidays. Instructional assistants may be invited to participate in additional paid institute days when the administration determines their relevance to the instructional assistants' duties. With the pre-approval of their supervisor, instructional assistants may attend up to two professional development sessions per semester offered during common prep. Participating instructional assistants will be compensation at their hourly rate if the session occurs outside their normal work shift.

5. DEAN ASSISTANTS. The normal workday for dean assistants shall consist of 5 work hours. They shall be entitled to one scheduled 25-minute break. The regular work year for dean assistants shall consist of between 174 and 180 workdays per year plus paid holidays.

6. TECHNICAL ASSISTANTS. The normal workday for technical assistants shall consist of 5 work hours. They shall be entitled to one scheduled 25-minute break. The regular work year for technical assistants shall consist of between 174 and 180 workdays per year plus paid holidays.

7. TECHNOLOGY ASSISTANTS/SPECIALIST. The normal workday for full time technology assistants/specialist shall consist of 8 work hours with an additional 30-minute unpaid duty free lunch period. They shall be entitled to two scheduled 15-minute break periods. Annually, before the start of each school term, they may elect to combine one of their two fifteen (15) minute breaks with the lunch break for that school year. The regular work year for full time technology assistant/specialist shall consist of 260 workdays including paid holidays and vacation.

8. PART-TIME SECRETARIES. The normal workday for part-time secretaries shall consist of 5 work hours. They shall be entitled to one scheduled 25-minute break. The regular work year for part-time secretaries shall consist of between 174 and 180 workdays per year plus paid holidays.

C. On the days when employees are working at SAC field during lunch time, those employees shall be allowed to use an additional 15 minutes of their paid time for lunch.

29. Mandated Training Tutorials

As per state and federal regulations, all school district employees will complete mandatory compliance training on an annual basis. Staff will be allowed to utilize time during their normal work shift to complete this training. All employees must complete the required training tutorials by January 1 of each school year.

**ARTICLE III
GRIEVANCE PROCEDURE**

1. Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Statement of Basic Principles

A. Every employee or group of employees shall have the right to present grievances in accordance with this procedure.

B. All discussions shall be kept confidential during procedural stages of a grievance.

C. An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

D. The administration has the responsibility to consider and take action promptly, within the authority delegated to them, on grievances presented to them.

E. The failure of an employee of the Union to act within the time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

F. When an employee chooses to be represented in the grievance procedure by other than a Union designee, such representative may not be an official or employee of any organization other than the American Federation of Teachers.

G. The teacher (or the representative of teachers in a group grievance) shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

H. In any instance where the Union is not represented in the grievance procedure, the Union will be notified of the disposition of the grievance at each formal step of the procedures. No disposition of any grievances shall be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Union to be in conflict with this Agreement shall be grievable by the Union, starting at the Superintendent level.

- I. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons (including witnesses entitled to be present) to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay for that purpose.
- J. By mutual agreement lower steps in the grievance procedure may be by-passed.

3. Procedure

- A. First Step: An attempt shall be made to resolve any complaint by means of an informal, verbal discussion between the complainant and the immediately involved administrator. This discussion, after the event giving rise to the grievance, between the involved parties shall complete this step.
- B. Second Step: If the grievance cannot be resolved informally, the aggrieved employee or the representative of the aggrieved employee shall file the grievance in writing. At a mutually agreeable time, the aggrieved employee and the Union representative, if desired, shall discuss the matter with the Principal or Assistant Superintendent when applicable and the immediately involved administrator with the objective of resolving the matter. The filing of the grievance at the second step must be twenty-five (25) school days from the date a reasonably alert person would be aware of the event giving rise to the grievance. The Principal or Assistant Superintendent shall make a decision and communicate it in writing to the employee within ten (10) school days of the filing of the grievance.
- C. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee, or the representative of the aggrieved employee, shall file within seven (7) school days of the Principal's or Assistant Superintendent's written decision or answer at the second step an appeal to the Superintendent of District 229 (Hereinafter referred to as the Superintendent). Within seven (7) school days after such written grievance is filed, the aggrieved, the representative of the aggrieved, the immediately involved administrator, and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file and answer within seven (7) school days of the third step grievance meeting and communicate it in writing to the employee, the immediately involved administrator, and the Union.
- D. Fourth Step: Appeal to the Board. In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved employee, or the representative of the aggrieved employee, shall file within forty-five (45) days of the Superintendent's written decision or answer at the third step and appeal to the Board of Education. The aggrieved and/or the grievance committee will present an oral and written statement of position to the Board of Education. It will be the intent of the Board to consider such grievance, whenever practicable, at the regularly scheduled meeting next following submission of the grievance to the Board level. In no event, however, will such grievance be considered later than the second regularly scheduled meeting following submission. Upon request, the Board will consider whether to hold an oral hearing on the grievance.
- E. Fifth Step: Binding Arbitration. If the grievance is not resolved satisfactorily to the Union within five (5) days after consideration by the Board, there shall be available a fifth step

of impartial arbitration. The Union may submit in writing a request to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator shall be binding.

- F. Payment of Expenses. Expenses for the Arbitrator's services and the expenses, which are common to both parties to the arbitration, shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- G. Role of Arbitrator. In his opinion, the Arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority will be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Union, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- H. In the event that a grievance arises or goes forth during the summer recess, then all time restrictions set forth in this Section 3 of Article III shall be interpreted to mean weekdays, Monday through Friday, when the school office is open.

ARTICLE IV EDUCATIONAL DEVELOPMENT COMMITTEE

- 1. Committee Organizations, Operation and Role
 - A. The Union and the Board agree that an Educational Development Committee shall be established.
 - B. The Committee shall consist of eight (8) members four (4) appointed by the Union and four (4) appointed by the Board. Both parties may utilize additional resource personnel and alternates as appropriate.
 - C. The Committee shall establish its own time of meetings and rules of procedures, provided, however, that meetings of the Committee shall be held so as not to interfere in any way with any teachers regularly scheduled school day.
 - D. The Educational Development Committee shall discuss and consider professional matters relating to improvements of the educational program.
 - E. The Board shall seek, whenever practical, EDC judgment on Board plans or proposals relating to the improvement of the education programs in Oak Lawn Community High School. The Board shall also receive and act on plans and proposals originated by the EDC.
 - F. This Committee shall be authorized to establish sub-committees and appoint members to such committees as it deems necessary.

G. In any reports or recommendations from EDC to the Board, minority or differing views of individuals or groups on the Committee may be made known.

2. Study Projects

A. Structuring of the School Day - The Committee may study the aspects, implications, and effects of the daily class schedule as it affects the staff, the student body, and the community. The class schedule for the next school year should be determined by the end of January.

B. College and Career Readiness – The Committee may study and evaluate the existing programs designed to promote college and career readiness for students. The Committee may recommend additional career pathway programming as well as activities related to postsecondary and workforce readiness, graduation requirements and the Illinois learning standards, career and technical education, and early college experiences.

C. Federal Programs - The Committee may investigate the available educational resources offered through federal programs. The Committee may then try to determine how District 229 may more advantageously participate in Federal Programs.

D. Student-Rights - The Committee may review with students, parents and other interested parties the rights and privileges of students as they operate within the Oak Lawn Community High School.

E. The Committee may study and develop criteria for the evaluation of teachers and make recommendations concerning same as it deems appropriate.

F. Permanent Records - The Committee shall keep records of its studies and evaluations. These shall be available for perusal by members of the faculty, administration, and the Board.

G. Class Enrollment Capacity Recommendations – The Committee may study the effects on student learning related to class size. Based on the current researched-based best practices, along with limitations in District resources, the Committee may make recommendations on the ideal enrollment capacities for all OLCHS courses.

H. E-Learning Program – The Committee may review and recommend revisions to the established eLearning Program to ensure compliance with state statute as well as successful learning for students.

3. Notwithstanding the obligation contained in this article, it is understood that the Board and the Administration retain their rights to engage in discussion of such matters with any professional employees in the District at any time and place acceptable to the teachers involved.

**ARTICLE V
EVALUATION AND PERSONAL RECORDS**

1. Statement of Principles

The primary purpose of classroom evaluation of teachers shall be the improvement of instruction and promotion of teacher professional growth in District 229.

2. Evaluation

The Education Development Committee is granted the authority to rewrite and implement modifications to the OLCCHS Certificated Staff Evaluation Plan as per the *Performance Evaluation Reform Act of 2010* as well as to support the effective implementation and support of instructional improvement.

A. Teachers

1. The following procedures will be in effect:

- a. No evaluation of a teacher shall be presented to the Board of Education until the administrative evaluators have carried out regular visitations and conferred with the teacher as delineated in the Evaluation Plan approved by EDC.
- b. For informal observations the teacher and the evaluator may designate what class time (beginning, middle, end) will be observed.
- c. Throughout the evaluation process, administrators and teachers will demonstrate a good faith, reasonable effort to request and submit required documents and artifacts according to established timelines.
- d. The teacher and the evaluator will carry out the steps of the evaluation process and will abide by designated timelines as prescribed in the Evaluation Plan. Reasonable assistance through consultation and recommendation will be given in an attempt to aid the teacher in correcting any deficiencies identified. Reasonable effort will be made by the evaluators to note observed corrected deficiencies in subsequent observations within the current annual evaluation period. Both the evaluator and the teacher shall have the right to attach comments to the summative evaluation report.
- e. Before parental observations or accusations may be given weight in evaluation of a teacher, the name or names of the citizens involved must be made available to the teacher and the Board, and if the teacher chooses, a meeting with the citizen and the Board will be arranged. At such meeting the teacher may have Union representation. Unless the above conditions have been met, the remarks or accusations of non-school personnel shall have no weight in the final written evaluation, shall be considered to be invalid, and shall not be made a part of the teacher's record.
- f. No teacher shall be refused tenure status or advancement unless the above evaluation procedure has been followed with the exception of time limit violations.
- g. Nothing in this article shall preclude the right of the administration to visit classrooms unannounced for purposes of observation leading to the improvement of instruction and/or maintenance of existing standards.

- h. All monitoring and observations of the work performed by the teacher will be conducted openly and with full knowledge of the teacher.
- i. Reasonable effort shall be made to avoid more than one evaluator observing the same teacher on the same day.
- j. The formal classroom evaluation will be based upon the performance of the teacher's duties for the District, as outlined in the Evaluation Plan Frameworks, as observed by the Administration.
- k. Any disciplinary action issued to a teacher may be used as an artifact in that teacher's next scheduled professional practice evaluation, provided that the teacher is informed of such when the discipline is issued and which components may be impacted by the disciplinary action have been delineated. Only disciplinary action issued in accordance with Article II, Section 9 and/or Article V, Section 3 may be used in a teacher's evaluation rating determination.
- l. Best efforts will be made to rotate evaluators each performance review cycle.

2. Evaluation Appeal Process

- a. During the summative evaluation conference all evaluators shall discuss the written summative evaluation report so that all points of view will be reflected. The teacher shall receive a copy of all evaluation documents included in the Evaluation Plan. At the teacher's option, the teacher may appear before the evaluators, with Union representation if requested, to discuss the final evaluation report within five (5) school days after receipt of the summative evaluation report.
- b. For any summative rating assigned other than "unsatisfactory", a teacher may submit a written appeal for a conference to discuss the final summative ratings within five (5) school days after the initial appeal conference with the evaluator(s). Such conference will include the teacher, a Union representative, the evaluator and the Superintendent, and shall be held within five (5) school days after the written appeal is filed to discuss the teacher's appeal.
- c. If a teacher receives a summative rating of "unsatisfactory", the evaluation will automatically reviewed by a panel of evaluators who have completed the requisite ISBE training and are certified as per the Performance Evaluation Reform Act.
 - 1. The review panel shall consist of three qualified evaluators, with two members selected by the Superintendent and one member selected by the Union President. Members will be selected within five school days of the summative evaluation conference where the "unsatisfactory" rating was assigned.
 - 2. All panel member will review all observation notes, submitted artifacts and any other data and evidence collected to review the "unsatisfactor" rating. The panel may adjust component ratings.

3. Within ten school days of the summative evaluation conference, the review panel will issue a report to the teacher summarizing its findings including any change in ratings. If a new summative rating is issued, that rating will be final.

B. Support Staff

1. The evaluation of the employee's performance is a continuous process. Each employee will have a formal written evaluation at least once every year for their first three years of employment in their position. After the third year of employment in a position, the employee will be evaluated every other year. The evaluation shall identify employee strengths and weaknesses and it may contain suggestions for improvement. Supervisors shall endeavor to provide an employee with reasonable advice and assistance to help the employee to correct identified deficiencies in the employee's work performance.
2. After each formal written evaluation, the evaluator will meet with the employee to discuss the evaluation. All copies of the written evaluation will be signed and dated by the employee indicating said evaluation have been discussed but not necessarily agreed to. A copy of the evaluation will be put in the employee's personnel file.
3. No derogatory information shall be added to an employee's personnel folder without prior written notification to the employee.

3. Personal Records

- A. Upon request, each employee, together with a Union representative, if desired, shall have the right to review the contents of his/her personal official file maintained at the administrative office.
- B. Privileged information (confidential credentials and related personal references sought at the time of employment) are specifically exempt from such review. All communications, including evaluations, directed toward the employee which are included in his/her official personal file shall be called to the employee's attention.
- C. All employees' records shall be maintained under the following circumstances:
 1. Only one official file shall be kept for each employee.
 2. Each employee shall have the right to insert material relevant to his service in the school or his qualifications in general.
 3. Neither an employee's file nor any of its contents shall be copied or made known to anyone without his permission during or after his service in the District -- provided, however, such file will be available when needed by the Board, the Superintendent or the Principal, or as may be required under State Law, or by any court or under a hearing agency order of subpoena. Other administrators shall be allowed to review employee transcripts as needed.
 4. The employee shall have the right to attach dissenting material to any item in his file.

5. No employee or school official or officer shall permanently remove any material from the official employee's personnel file without notification to and acquiescence by both employee and school official.
 6. Reasonable requests by employees for single copies of materials in their official file, except privileged information, will be honored by the administration.
- D. Recognition Reports
1. A recognition report shall be defined as any written document or communication written by an administrator, other than the classroom visitation form, which is intended for placement in a teacher's official file.
 2. Recognition reports will be based on factual data and shall be relevant to a teacher's performance of his professional duties.
 3. Every effort shall be made to issue positive recognition reports rather than a disproportionate concentration of negative reports.
 4. Recognition reports shall be written but shall not be filed until the teacher has had an opportunity to request and receive a conference with the administrator to discuss the final recognition report so that both points of view will be reflected. Upon receipt of a copy of the proposed recognition report, the teacher will have five (5) school days within which to request a conference, which conference, if requested, will be held within ten (10) school days of the teacher's request. The teacher shall receive a copy of the final recognition report.
 5. All conferences arising out of the issuance of recognition reports will include a Union representative if so desired by the teacher. If a Union representative is requested, the administrator involved may, if he/she so desires, request the Principal or Assistant Principal to participate in the conference.
 6. Employees will be given 24 months to remediate recognition reports. If within 24 months, the issue has been corrected to the satisfaction of the administration, upon the written request of the employee, the historical documentation will be dated and stamped "remediation completed."

ARTICLE VI ECONOMIC REMUNERATION

1. Travel Allowances
 - A. Expenses for travel by automobile shall be reimbursed at the government (IRS) rate in effect as of the July 1 preceding each school year for mileage required on school business from the school to the destination for the school conference or activity and return to the school.
 - B. Expenses for meals and lodging shall be defrayed at actual cost. Receipts for meals and lodging expenditures must be attached to the employee's itemized list of expenses.

- C. Approval of travel arrangements and advancement of funds, if any, shall be made by the Business Office.
 - D. Each department shall be provided with a budget to reimburse teachers the cost of attending approved professional meetings and conferences.
2. Internal Substitution
Internal substitution shall be paid at the rate \$55.00 per class period.
3. Tutoring
- A. All tutoring by certified personnel shall be at the rate of \$44.00 per clock hour during 2020-2021 school year.
 - B. All tutoring positions will be offered first to said students classroom teachers.
4. Summer School - Curriculum Workshops – Weight Room Supervision
- A. Summer school teaching shall be paid per clock hour at the rate of \$47.00 during the 2020-2021 school year.
 - B. Board-approved curriculum workshops will be paid at the rate of \$51.00.
 - C. Weight room supervision shall be paid per clock hour at the rate of \$47.00 during the 2020-2021 school year.
5. Insurance
- A. The Board shall contribute the following percentage amounts per contract year (September 1 - August 31) toward the premium for medical and dental programs or insurance:

Only regularly employed full-time employees are eligible for a Board contribution toward health insurance. Regularly employed full-time employees are defined as teachers employed for a full school term with no less than 3/5's assignment, and 10 to 12 month non-certificated employees regularly assigned to work 30 hours or more per work week.

- 1. For those selecting single coverage, 86% of the premium cost in 2020-2021.
- 2. For those selecting dependent coverage 76% of the premium cost in 2020-2021.

The deductible shall be a \$400.00 per person (two deductibles maximum per family), 12-month family deductible. The insurance plan shall include well-child care to age 26. For employees who select the HSA plan in 2020-2021, the district will contribute \$500.00 toward the employee's HSA account for those selecting single coverage and \$1,000.00 toward the employee's HSA account for those selecting dependent coverage. The dental plan will have orthodontia coverage, a \$100.00 per person (two deductibles maximum per family), 12-month family deductible and the maximum benefit shall be \$2,000.00 per family member per year. The Board will provide periodic dental examinations not to exceed two such examinations per year in accordance with the insurance plan.

- B. IMRF employees retiring, shall be allowed to continue as members of the District's group hospitalization plan at their own expense pursuant to Public Act 86-1444.
- C. All honorably dismissed certified, regularly employed teachers shall receive insurance benefits until August 31 of the year in which their employment terminates. All other 10-month employees who are dismissed due to lay-off effective at the end of a school term shall continue to receive insurance benefits until August 31 of the year their employment terminates.
- D. The Board shall have the right to select and change the insurance carrier or to provide insurance through a self-insurance plan. Notwithstanding any change of carrier or plan, the levels of insurance benefits are to remain substantially the same. No change will be made without the prior agreement of the Union -- provided, however, that the Union shall not reasonably withhold its agreement if the coverage is substantially equal.
- E. The Board will take such action as is necessary to allow for the payment of employee contributions toward health insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as such is permitted by applicable law. Nothing set forth in this section shall create any liability on the part of the Board to pay any sum to any employee beyond the regular salary set forth in the salary guide.
- F. The Board and Union shall establish an insurance committee that will be facilitated by the Assistant Superintendent for Business and made up of the Assistant Superintendent for Business, a teacher, a support staff member, and an administrator or exempt employee. Between the teacher and the support staff member, one shall have single coverage only and the other shall have dependent coverage. Between the Assistant Superintendent for Business and the administrator or exempt employee, one shall have single coverage only and the other shall have dependent coverage. The purpose of the committee is to review the policy provisions, costs, coverages, and program structure and to report their findings to the Board of Education and the Oak Lawn Teachers Union.

6. Teacher Payment Schedule

Teacher salaries will be paid in 26 equal payments.

7. Date of Salary Payments

Teachers shall receive salary payments issued every second Friday no later than the Friday of the first or second week of the school year. In the event that school is not in session for payday, checks will be issued on the last day of school before the Friday payday.

8. Non-Sponsorship Supervisory Assignments

A. Employees shall be paid for supervisory and ticket-taking assignments at home athletic events at the rate of \$37 per hour for the 2020-2021 school year. Each assignment will be paid a minimum of two hours. Assignments that require travel to opponent schools will be provided an additional 30-minutes of compensation.

B. Employees shall be paid for supervisory assignments at dances and family night in the same manner as is A. above.

9. Counselor pay

All counselors and work coordinators shall be paid for each day of work assigned beyond the regular school term at a per diem rate (1/185) based upon his/her regular salary or the regular salary for the MA + 30 lane, step 16 in 2020-2021, whichever is less. All counselors shall be paid at the hourly summer curriculum workshop rate for working the designated evening registration and/or evening seminars mandatory in nature.

10. **Extra Curricular**
The increment paid to employees for extra-curricular assignments shall be the compensation for all activities and all time necessary to fulfill the requirements of the assignment.
11. **Availability of Financial Data**
The Union shall be furnished, on request, all regular and routinely prepared information concerning the financial condition of the school including annual financial statements, adopted budgets and other financial reports which may be compiled and issued from time to time. In addition, the Board and the administration will grant reasonable requests for available statistics and other information relevant to negotiations or the basis of a grievance.
12. **Lateral Movement on Salary Schedule**
Programs of study to be applied for salary lane advancement must be pre-approved by the Superintendent, Principal, or Assistant Principal. Prior to approval, the teacher will be required to submit program details and a description of how the program will result in the improvement of instruction and enhance the learning growth of students.

Lateral movement on the salary schedule shall be effective at the beginning of each semester upon submission of evidence that the teacher has completed the requirements for the higher salary lane. Teachers must submit to the Superintendent a request to change lanes no later than two weeks prior to the start of the semester in which the change takes effect. A teacher may move only one lane per semester.

13. **Judging Forensics, Mathletes, and Scholastic Bowl**
Each teacher judging forensics and mathlete contests and/or moderating Scholastic Bowl events shall be compensated at the same rate of pay as listed in Article VI.8.A. Non-sponsorship Supervisory Assignments.
14. **Full-Time Basis Substitutes, Part-Time Teachers & Behavioral Intervention Room Facilitators**
 - A. Full time substitutes are defined as substitutes with whom an administratively issued arrangement has been reached for the number of days as allowed by Illinois School Code, or up to a maximum of 120 days of day- to-day substitute teaching in a given school year. The daily rate of pay is \$277.

They shall be entitled to sick leave and personal whole days in proportion to the ratio allotted to full time teachers, and they shall receive the same medical and dental benefits afforded regular teachers. Unused personal or sick leave shall accumulate to a maximum allowable sick leave as allowed by TRS.
 - B. Daily substitute teachers excluded, part-time teachers defined as teachers employed with at least a 3/5 (60%) teaching assignment but less than a full teaching assignment, shall be entitled to all regular fringe benefits and shall receive a salary commensurate with a proration of a wage consistent with appropriate salary schedule placement.

- C. Behavioral Intervention Room Facilitators are defined as certified persons employed for a school year to supervise the Behavioral Intervention Room for a school day.

The staff member will be responsible for the following tasks, including: 1) maintaining a room that is conducive to learning; 2) assisting students with classwork; 3) implementing restorative justice practices; 4) assisting the deans with re-engagement activities for students returning from external suspensions; and 5) collaborating with staff members to develop and implement behavioral interventions. These employees shall receive a daily rate of pay of \$307. They shall be entitled to sick leave and personal whole days in proportion to the ratio allotted to full time teachers, and they shall receive the same medical and dental benefits afforded regular teachers. A Behavioral Intervention Room Facilitator shall be entitled to a 30-minute scheduled lunch plus two 15 minute scheduled breaks.

- D. When a full-time substitute teacher takes over for a teacher's 5 ½ period scheduled class load on an extended absence, the full-time substitute teacher's salary will, after the 15th consecutive school day, reflect the 1st step of the regular salary schedule (appropriate lane) on a per-diem basis for the duration of the take over. Such salary shall be retroactive to the first day of the said 15 consecutive school days of the take over. Sixth (6th) assignments will receive 1/6th additional payment.

- E. The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each full-time-basis substitute and on behalf of each Behavioral Intervention Room Facilitators, 9.0% of their respective salaries as shown in Article VI, Section 15 of this Agreement, said pick-up and payment for the purpose of the Board's assuming a portion of the Behavioral Intervention Room Facilitator's and full-time substitute teacher's required contributions to the TRS. The Board's pick up and payment to TRS is included in the salary amounts received by Behavioral Intervention Room Facilitators and full-time substitute teacher's pursuant to Article VI, Section 15; and the salaries received and shown in Section 15 represent the combination of all regular salary, benefits payable, and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this Section to pick up and pay any amounts to TRS in excess of 9.0% of the salaries received by the Behavioral Intervention Room Facilitator's or full-time substitute teacher's in accordance with Article VI, Section 15 of this Agreement. Although designated by the Illinois Pension Code as teacher contributions, the amounts herein required to be picked up by the Board are being paid by the Board in lieu of contributions by the employee.

15. Teacher Retirement

- A. The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each teacher, 9.0% of the appropriate salary shown on the salary schedule attached to this Agreement. Said pick-up and payment shall be for the purpose of the Board's assuming a portion of each teacher's required contributions to the TRS except contributions for survivors' benefits. The Board's pick-up and payment to the TRS shall be included in the appropriate amounts shown on the salary schedule. Such amount shall represent the combination of all regular salary benefits payable to each teacher and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this Section or otherwise to pick up and pay any additional amounts to the TRS.

B. It is hereby agreed that the Union shall hold the Board harmless and indemnify the Board against all liabilities, loss and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System. It is further agreed that the Board may deduct from each teacher's paychecks on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income of other taxes or contributions to the Illinois Teacher Retirement System, or the improper or incorrect reporting hereof, arising out of the Board's agreement to make payments on behalf of each teacher to the Illinois Teacher Retirement System.

16. Early Retirement

Each year, the Board may consider an offer of early retirement incentives to teachers. Any such offer shall be uniform as to those teachers within a defined classification and contain such incentives, if any, as the Board may determine appropriate for that particular year. Prior to making any such offer, the Superintendent will meet with the Union President to discuss possible incentives.

17. School Nurse - Certificated

The school nurse shall be entitled to all of the rights and privileges granted holders of a valid teaching certificate, including teacher benefits, compensation and working conditions.

18. Detention Supervisors

a. After school detention supervisors will be compensated at \$39.00 in the 2020-2021 school year.

b. Saturday detention supervisor will be compensated at \$59 per detention hour.

19. National Board Certification

A teacher who earns National Board Certification will receive an annual stipend of \$500 for each year that the National Board Certification is maintained.

20. Each staff member serving regularly in the role of foreign language translator will receive a \$1200 stipend for the 2020-2021 school year.

21. If a teacher agrees to teach a sixth (6th) class, he/she shall be compensated at the rate of one-sixth (1/6) at step 13 in 2020-2021, of the salary schedule lane of the teacher or at the rate of one-sixth of the teacher's salary schedule step if less than 13.

**Certificated Staff Salary Guide
2020-2021 (2.44% Growth)**

	BA	BA+15	MA	MA+15	MA+30/MSW	MA+45
1	\$53,353	\$54,605	\$54,949	\$56,626	\$59,292	\$62,007
2	\$54,143	\$55,425	\$55,778	\$57,495	\$60,227	\$63,008
3	\$55,767	\$57,088	\$57,451	\$59,220	\$62,033	\$64,898
4	\$57,162	\$58,514	\$58,888	\$60,701	\$63,584	\$66,521
5	\$58,876	\$60,270	\$60,653	\$62,522	\$65,492	\$68,516
6	\$59,612	\$61,024	\$61,412	\$63,304	\$66,311	\$69,373
7	\$61,400	\$62,854	\$63,254	\$65,203	\$68,300	\$71,454
8	\$63,243	\$64,740	\$65,152	\$67,159	\$70,349	\$73,598
9	\$63,875	\$65,388	\$65,804	\$67,830	\$71,053	\$74,333
10	\$65,153	\$66,695	\$67,777	\$69,866	\$73,182	\$76,562
11	\$66,456	\$68,030	\$69,811	\$71,961	\$75,379	\$78,860
12	\$67,785	\$69,390	\$71,906	\$74,121	\$77,641	\$81,226
13	\$69,140	\$70,778	\$74,062	\$76,344	\$79,968	\$83,661
14	\$70,524	\$72,193	\$76,284	\$78,635	\$82,368	\$86,173
15	\$72,842	\$74,566	\$79,974	\$82,383	\$86,198	\$90,031
16	\$75,163	\$76,941	\$83,662	\$86,127	\$90,031	\$93,892
17	\$77,484	\$79,315	\$87,355	\$89,877	\$93,863	\$97,754
18	\$79,804	\$81,689	\$91,043	\$93,623	\$97,696	\$101,613
19	\$82,123	\$84,064	\$94,732	\$97,370	\$101,527	\$105,473
20	\$84,444	\$86,439	\$98,425	\$101,115	\$105,360	\$109,335
21	\$86,765	\$88,813	\$102,115	\$104,862	\$109,194	\$113,197
22	\$89,082	\$91,185	\$105,801	\$108,607	\$113,026	\$117,057
23	\$91,403	\$93,562	\$109,492	\$112,356	\$116,857	\$120,917
24	\$93,722	\$95,933	\$113,182	\$116,103	\$120,689	\$124,778
25			\$116,869	\$119,848	\$124,522	\$128,637
26			\$120,560	\$123,594	\$128,355	\$132,499
27			\$124,250	\$127,341	\$132,186	\$136,359
28			\$127,938	\$131,085	\$136,015	\$140,219
29			\$132,344	\$135,517	\$140,576	\$144,890
30			\$136,743	\$139,950	\$145,134	\$149,564
31			\$141,145	\$144,378	\$149,693	\$154,237
32			\$145,549	\$148,809	\$154,250	\$158,909

The above scheduled amounts include the Board's pickup of a portion of teacher contributions to the Illinois Teacher Retirement System as provided in Article VI, Section 15 of this Agreement.

**Extra Responsibility Compensation Guide
2020-2021 (1.00% Growth)**

	I	II	III	IV	V	VI	VII
1	\$2,645	\$3,298	\$4,480	\$5,494	\$6,364	\$7,371	\$8,516
2	\$2,671	\$3,331	\$4,525	\$5,549	\$6,428	\$7,445	\$8,601
3	\$2,732	\$3,406	\$4,627	\$5,674	\$6,572	\$7,612	\$8,795
4	\$2,772	\$3,457	\$4,697	\$5,759	\$6,671	\$7,727	\$8,926
5	\$2,814	\$3,509	\$4,766	\$5,845	\$6,771	\$7,843	\$9,061
6	\$2,849	\$3,553	\$4,826	\$5,919	\$6,856	\$7,941	\$9,174
7	\$2,934	\$3,659	\$4,970	\$6,096	\$7,061	\$8,178	\$9,449
8	\$3,257	\$4,062	\$5,437	\$6,580	\$7,543	\$8,660	\$9,851
9	\$3,578	\$4,464	\$5,903	\$7,061	\$8,025	\$9,144	\$10,254
10	\$3,900	\$4,866	\$6,369	\$7,543	\$8,508	\$9,626	\$10,654
11	\$4,222	\$5,266	\$6,836	\$8,025	\$8,991	\$10,109	\$11,057
12	\$4,545	\$5,668	\$7,301	\$8,508	\$9,473	\$10,592	\$11,459
13	\$4,866	\$6,071	\$7,784	\$8,991	\$9,957	\$11,074	\$11,861

Lane I

Alliance Club
 Anime Club
 Athletic Coordinator (Spring)
 Audio Club
 Ecology Club
 Freshman/Sophomore Class
 International Club
 Pegasus
 Photojournalism Club
 SADD
 Student Helpers Coordinator
 Skills USA
 Video Club
 Visual Arts Club
 World Languages Club

Lane II

Athletic Coordinator (Fall)
 Athletic Coordinator (Winter)
 Cheer Asst (Football)
 District Publications Assistant
 Drama Assistant (Fall)
 Drama Assistant (Spring)
 Junior Class
 Mathletes Assistant
 NHS
 Pep Club
 Scholastic Bowl Assistant

Lane III

Bass Fishing Coach
 Bowling Assistant
 Cheer Asst (Basketball)
 Cheerleading Head (Football)
 Chess Club
 Golf Assistant
 Mathletes Head
 Music Activities Coordinator
 Scholastic Bowl Head
 Senior Class
 Shield Assistant
 Spartanite Assistant
 Stage Manager (Fall)
 Stage Manager (Spring)
 Test Prep Coach

Lane IV

Badminton Assistant
Baseball Assistant
Bowling Head
Cheerleading Head (Basketball)
Cross Country Assistant
Dance Head
Dramatics Head (Fall)
Dramatics Head (Spring)
Forensics Assistant
Golf Head
Soccer Assistant
Softball Assistant
Spartanite Head
Student Council
Swimming Assistant
Tennis Assistant
Vocal Music Activities
Volleyball Assistant
Wrestling Assistant

Lane V

Athletic Trainer Assistant
Badminton Head
Basketball Assistant
Cross Country Head
Football Assistant
Shield Head
Soccer Head
Tennis Head
Track Assistant

Lane VI

Baseball Head
Forensics Head
Softball Head
Swimming Head
Volleyball Head
Wrestling Head

Lane VII

Athletic Trainer Head
Basketball Head
Basketball Head
Football Head
Instrumental Music Activities
Track Head

**ARTICLE VII
ADDITIONAL PROVISIONS APPLICABLE TO SUPPORT STAFF**

1. Holidays

A. The following holidays are provided at full pay for all regularly employed support staff employees whenever the holiday occurs Monday through Friday during the employee's regular work year:

- | | |
|---|----------------------|
| (1) New Year's Day | (7) Independence Day |
| (2) Martin Luther King's Birthday | (8) Labor Day |
| (3) Lincoln's Birthday or
President's Day (not both) | (9) Columbus Day |
| (4) Pulaski's Birthday | (10) Veteran's Day |
| (5) Good Friday | (11) Thanksgiving |
| (6) Memorial Day | (12) Christmas Eve |
| | (13) Christmas |

When any of the following listed holidays fall on a Saturday or Sunday (New Year's Day, Independence Day, Christmas Eve or Christmas) either the Friday before or the Monday after shall be given as a paid holiday.

B. Employees required to work on any of the above listed holidays shall be paid 1-1/2 times their regular hourly rate plus holiday pay or an alternative day will be given to the employee as a holiday.

C. For the day after Thanksgiving, 260-day employees shall be permitted to request and use any available personal leave provided that management retains the right to deny requests if necessary to assure proper building coverage. Denials shall be based upon seniority.

2. Vacation

Full-time, twelve-month support staff employees receive paid vacation in accord with the schedules set forth below. Vacation is earned as of July 1st of each successive year of employment. On July 1st following the date of initial hire, the employee shall have earned pro rata vacation on the basis of .833 days for each month of employment rounded to the nearest full day.

Custodial and Maintenance and Data Processing:

After 1st July 1st	.	.	.	.	pro rata
After 1st full year through 4th year	.	.	.	.	10 days
After 5 years	.	.	.	.	11 days
After 6 years	.	.	.	.	12 days
After 7 years	.	.	.	.	13 days
After 8 years	.	.	.	.	14 days
After 9 years	.	.	.	.	15 days
After 15 years	.	.	.	.	20 days

Administrative Assistant/12-Month Secretary

After 1 st July 1st	.	.	.	.	pro rata
After first full year through 9th year	.	.	.	.	10 days
After 10th year through 19th year	.	.	.	.	15 days
After 20 years	.	.	.	.	20 days

Support staff employees hired after August 17, 2016 shall receive no more than 15 days of paid vacation in any year.

1. Vacations must be approved by the appropriate supervisor. Vacation requests for one week or more should be submitted in advance and are to be approved by the immediate supervisor and District Office.
2. Employees may request and receive individual vacation days on an as needed basis. Vacations may be requested for any time during the school term except during the first two weeks before the start of school. Vacation requests may be denied when the circumstances are such that the needs of the school require the employee to be present.
3. Employees are encouraged to take vacation within a one-year period from the date it is earned. However, an employee may carry up to a maximum of 12 days into the following year.

3. School Closing

Employees who are required to work on a day when school is canceled or shortened due to inclement weather or other emergencies shall be permitted to use any available vacation or personal leave if they cannot make it to work.

4. Support Staff Uniforms

- A. Upon initial hire, full-time maintenance and custodial employees shall be provided with five (5) uniforms and part-time employees shall be provided with an appropriate number based upon their work hours. Thereafter, on July 1 of every year, everyone shall

receive either two or three uniforms, whichever is requested. The uniform is to consist of the following:

Polo shirt
T-shirt
Long sleeve shirt
Shorts
Long pants

The entire uniform is to be worn properly.

- B. Cloth and rubber gloves and shoe coverings for stripping floors will be provided to maintenance and custodial employees and coveralls to maintenance employees when necessary to the work assignment. The Board will reimburse for the cost of one pair of shoes up to the sum of \$75.00 every other year for those employees who strip floors.
- C. Smocks will be provided by request for those employees who work in positions where protection is needed for their clothing.
- D. Dean Assistants will be provided with identification and five quality uniform shirts which shall be worn when on duty.

5. Reimbursement for Courses

If a support staff employee is requested by the administration to enroll in a training program or coursework, the employer shall pay the cost of the training program or coursework.

6. Out of Classification Work

When a non-certified employee has been assigned for more than one (1) day to an acting supervisor/lead position, the employee shall thereafter be paid an additional \$1.00 per hour for all hours worked in that position.

7. Meeting for Dean Assistants

When deemed necessary by the administration, meetings will be held with dean assistants to advise them of issues or matters pertinent to their duties.

8. Special Events

When feasible, and provided the District incurs no increased cost due to overtime or additional hours, assignment of Dean Assistants to any special activity will be on a rotational basis.

9. Probation

All employees shall be hired on a probationary basis for a period of 180 work days. Probationary employees may be dismissed or disciplined at any time without cause or reason in the sole discretion of management.

10. Rate of Pay

- A. The rates of pay for the 2020-2021 work years are set forth in Attachment A schedule of pay rates. No differential shall be paid for second and third shift work to any person hired on or after the effective date of this agreement.

- B. All new support staff entering the District shall receive credit on the salary guide for no more than their full previous experience. The Union President will be notified whenever a new support staff member is awarded less than their actual previous experience for salary placement.
- C. The rates of pay for Maintenance, Custodian, Custodian II, and Nurse Health Aide staff that are employed on the effective date of this agreement shall be their respective hourly rates for the 2019-2020 school year increased by an additional 2.44% for the 2020-2021 school year.

The hourly pay rate of persons hired after the date of this agreement for Skilled Maintenance is \$36.29, for Utility Maintenance is \$26.10, for Custodian II is \$18.48, and for Nurse Health Aide is \$32.62 for the 2020-2021 school year.

- D. If a Maintenance or Custodian employee is designated as a Shift Lead, that employees hourly rate shall be increased by \$1.00 per hour if assigned to the 1st or 3rd shift, or by \$2.00 per hour if assigned to the 2nd shift. The increase shall be paid for the period the employee is designated as a Shift Lead. Designation as a Shift Lead will be made at the discretion of management and may be removed at any time.

11. Job Descriptions

- A. The administration will provide an accurate written job description each year to the union for all support staff positions.
- B. These job descriptions shall be updated annually by the administration in order to reflect any changes in the position that may have occurred since the previous job description was issued.

12. Retirement

From time to time the Board may consider an offer of early retirement incentives to support staff employees. Any such offer shall be uniform as to those within a defined classification and contain such incentives, if any, as the Board may then determine appropriate. Prior to making any such offer, the Superintendent will meet with the Union President to discuss the possible incentives.

As each IMRF Early Retirement Incentive has been paid, the board will consider offering an IMRF Early Retirement Incentive for all eligible employees.

13. Support Staff Summer Flex Hours

Summer hours shall be in effect for all full time 12 month employees, including custodial and maintenance staff, starting the first full week after the end of school and ending the Friday before the first full week before the start of school. Hours during the summer shall consist of 40 hours per week. Employees shall have the option to select either a 10 hour/4 day week or a 5-day week with early dismissal on Friday or an 8 hour/5 day week. Schedules will be mutually agreed upon between employee and his/her supervisor.

14. Staff Reassignment

The administration may reassign the work location as well as the specific job tasks and responsibilities of a support staff employee from time to time in accord with the needs of the school, provided those tasks and responsibilities are consistent with the qualifications and job

description for the position. Reasonable notification and explanation for the reassignment will be provided to the employee and the union president prior to the reassignment being implemented. In the event of an unforeseen need to involuntarily reassign an office clerical employee during the school year, a volunteer will be sought from the employees in that position category. Absent a volunteer, seniority and the needs of the district will prevail. At the end of the school year, the administration will make a reasonable effort to return the reassigned employee to the original position for the following school year upon their written request. If this request cannot be honored, the district will notify the Union President, and employee and will provide a rationale.

ARTICLE VIII UNION ACTIVITIES

1. Use of School Facilities
 - A. An authorized representative of the Union shall have the right to place a reasonable number of announcements in the employee mailboxes and via school electronic communication systems. The Superintendent shall receive a copy signed by the authorized Union representative of all items placed in employee mailboxes and will receive a copy of all mass electronic messages.
 - B. The Union shall be provided with bulletin board space in each lounge. No person except a Union designee shall add or remove material from the bulletin board space allotted to the Union.
 - C. The Union may, by notification to a designated administrator, use certain school facilities and equipment, provided the Union pays the cost for such usage, and if such facility is not already in use. Example: Material, supplies, etc.
2. If desired, by the Union, a representative of the Union will speak at new teacher's orientation. Announcements of Union meetings or other Union activities, not to exceed five minutes, may be made at general faculty meetings.
3. Right to Representation

If a member of the bargaining unit is called to a conference by an administrator which will probably result in a disciplinary record of said conference being placed in the employee's file, the employee shall be given notice prior to the meeting, when practical, as to its nature and a Union representative may be present if the member so requests.

ARTICLE IX AGREEMENT

1. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States or by any courts of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in effect.
2. Subject to this Agreement. It is understood and agreed that the School Board possesses the sole right to operate the School District and the Board retains all rights and authority necessary for it effectively to carry out its functions under the laws of the State of Illinois. Nothing contained herein

is intended to or shall conflict with, the powers, authority, duties and responsibilities vested in the Board by the statutes and laws of the State of Illinois.

3. The Union hereby agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school of this District. As to compensation and benefit issues contained within Article VI, Article VII, and Attachment A beyond the 2020-2021 school year, the Union retains all collective bargaining resources available by law.

4. This Agreement shall be effective as of the first day of the 2020-2021 school year, and will remain in full force and effect until 12:00 o'clock a.m. (midnight) on the day preceding the first day of the 2023-2024 school year. All compensation and benefits issues contained within Article VI, Article VII, and Attachment A are in effect only for the 2020-2021 school year, and the Board and Union agree to negotiate these matters further in during the 2020-2021 school year. This Agreement shall be renewed automatically from year to year after its expiration date unless either party shall notify the other in writing by January 1 of the year in which the Agreement is to expire that such party desires to modify, change, amend, or terminate this Agreement. In the event of such notice to modify, change, amend, or terminate this Agreement, negotiations shall begin no later than February 1st. It will be the intent of both parties that agreement will be reached by the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

For Oak Lawn Teachers Union
Council of Local #943
American Federation of Teachers

For Board of Education of
School District No. 229

President

President

Secretary

Secretary

Date: _____

Date: _____

Attachment A
Oak Lawn Community High School
Salary Guide 2020-2021 - Educational Support Personnel (2.44% Growth)

	Admin Assistant	Full-time Secretary (12 Month)	Full-time Secretary (10 month)	Part-time Secretary II (10 month)	Technical & Dean Assistant
1	25.85	19.87	19.70	10.96	11.71
2	26.48	20.35	20.18	11.23	12.00
3	27.28	20.97	20.79	11.57	12.35
4	27.96	21.49	21.31	11.85	12.66
5	28.80	22.14	21.94	12.21	13.04
6	29.15	22.41	22.22	12.36	13.20
7	30.04	23.09	22.89	12.73	13.60
8	30.93	23.78	23.57	13.11	14.00
9	31.24	24.01	23.81	13.25	14.16
10	32.23	24.68	24.53	14.26	15.22
11	33.15	25.34	25.25	15.27	16.33
12	34.09	26.01	25.95	16.30	17.41
13	35.04	26.69	26.68	17.30	18.49
14	36.00	27.35	27.39	18.35	19.61
15	36.96	28.02	28.12	19.36	20.67
16	37.88	28.68	28.84	20.39	21.77
L1	38.57	29.35	29.52	21.03	22.48
L2	39.26	30.03	30.21	21.70	23.19

	Tech Specialist	IT Tech Assist I	IT Tech Assist II	Teacher Assistant	BA Teacher Assistant
1	26.81	22.86	22.17	15.24	16.35
2	27.46	23.42	22.71	15.61	16.75
3	28.28	24.12	23.40	16.08	17.25
4	28.99	24.72	23.98	16.48	17.68
5	29.86	25.47	24.70	16.97	18.21
6	30.24	25.78	25.01	17.19	18.44
7	31.14	26.56	25.76	17.71	18.99
8	32.07	27.35	26.53	18.23	19.57
9	32.40	27.62	26.80	18.42	19.76
10	33.42	28.46	27.55	19.63	21.02
11	34.37	29.29	28.33	20.85	22.33
12	35.35	30.13	29.16	22.07	23.63
13	36.34	30.97	29.95	23.29	24.97
14	37.34	31.81	30.75	24.46	26.23
15	38.33	32.64	31.57	25.68	27.55
16	39.31	33.48	32.39	26.86	28.80
L1	40.00	34.18	33.10	27.57	29.51
L2	40.72	34.91	33.81	28.27	30.23