



Agreement Between the Board of Education
of Kenilworth School District No. 38

Cook County,

Kenilworth, Illinois,

And the

Kenilworth Education Association, IEA-NEA

August 2021-August 2024

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ARTICLE I

RECOGNITION AND DEFINITIONS

A. RECOGNITION

This Contract is made and entered into between the Board of Education of Kenilworth School District No. 38, Cook County, Kenilworth, Illinois (hereinafter referred to as the "Board"), and the Kenilworth Education Association, IEA-NEA (hereinafter referred to as the "Association"). The Board recognizes the Association as the exclusive representative of all of the Teachers in the bargaining unit to bargain on matters in wages, hours, and terms and conditions of employment deemed mandatorily negotiable under the Illinois Educational Labor Relations Board.

B. DEFINITIONS

1. BARGAINING UNIT

The bargaining unit includes all Certified Teachers, the Certified School Psychologist, the Speech Language Pathologist, Social Worker, and the Certified School Nurse, but excludes all other employees including the Superintendent, the Principal, Instructional Assistants, Central Office employees, Substitutes, and Custodial and Maintenance employees.

2. TEACHER

The term Teacher hereinafter in the Agreement shall refer to each member of the bargaining unit represented by the Association.

3. SUPERINTENDENT

The title Superintendent shall indicate the Superintendent of Kenilworth School District No. 38.

4. DAYS

The term "days" when used in this Agreement shall, except where otherwise indicated, mean Teacher employment days.

5. LENGTH OF SCHOOL DAY

The length of the regular student school day is defined as the amount of time the students are required to be present at school on a student attendance day, which is seven (7) hours and five (5) minutes in duration.

ARTICLE II

BOARD OF EDUCATION RIGHTS

The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

ARTICLE III

ASSOCIATION RIGHTS

A. USE OF DISTRICT BUILDINGS

The Association shall have the right to hold general Kenilworth Education Association membership meetings on school property provided such meetings do not unreasonably interfere with any aspect of the instructional program. The Association shall submit an approved "Rental of Buildings Request Form" to conduct Association-sponsored meetings on school property after 4:00 P.M.

B. USE OF DISTRICT EQUIPMENT

Teachers shall have the right to use on-site District equipment for Association business, provided such use will in no manner interfere with the needs of the District. The Association shall compensate the District for costs incurred in using District photocopy machines at the cost of five cents (5¢) per copy.

C. USE OF BULLETIN BOARDS

A bulletin board for Association use will be provided for the faculty for the posting of notice of activities and other valid matters of Association concern. The bulletin board shall be located in the Teacher workroom.

D. USE OF DISTRICT COMMUNICATION SYSTEMS

The Association shall have the right to use the District's in-building distribution facilities, Teacher mailboxes, and email for a reasonable quantity of Association communications.

E. BOARD AGENDA

The Board shall provide the Association President with a copy of the agenda of each Regular and Special meeting at about the same time such agenda is provided to Board members.

F. BOARD MINUTES

A copy of the minutes of all Board meetings shall be placed in the email mailbox of the Association President on the next business day following their approval.

G. MATERIAL FOR NEGOTIATIONS OR GRIEVANCES

The Board shall provide the Association, in response to reasonable requests, a copy of regularly prepared public information necessary for negotiations or for the processing of a grievance, such as the current annual audit, the current tentative and adopted budgets, current monthly financial statements, current annual financial report, register of certified personnel, salary scattergram and annual census of pupil membership.

H. REPRESENTATION OF TEACHERS

When any Teacher is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that Teacher in this employment, the Teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent them during such meeting or interview.

I. RELEASED TIME FOR ATTENDANCE FOR MEETINGS

In the event that the Association desires to send its representative(s) to attend meetings of its state or national affiliates, these Teachers shall be excused for such purpose for not more than six (6) days in the annual school term aggregate provided that:

1. The Association reimburses the District for one-half the costs of substitute Teachers;
2. The total absence of any individual Teacher will not exceed two (2) days per school term; and
3. A written request for such absence is submitted to the Superintendent at least ten (10) days in advance specifying the precise individuals, dates, and meetings involved.

J. STAFFING PLAN

The Board shall furnish a copy of the staffing plan for the forthcoming school year to the Association President or designee as soon as it is approved by the Board of Education.

K. TEACHER HANDBOOK REVIEW

In the event any provision in the Teacher Handbook is inconsistent or in conflict with this Agreement, this Agreement shall control, and the conflicting Handbook provision shall not be applied or enforced.

L. AVAILABILITY OF EMPLOYEE NAMES

The Board shall make available to the Association President or their designee the names and addresses of all newly hired bargaining unit employees not later than ten (10) school days following their employment by the Board. This shall apply to employees hired during the school year as well as those hired prior to the opening of school. During summer months, this information shall be provided to the Association president or designee within seven (7) calendar days after the regular August meeting of the Board of Education or, in the absence of such a meeting, no later than seven (7) days prior to the first Teacher employment day of the new school term.

ARTICLE IV

TEACHER RIGHTS

A. VIEWING OF PERSONNEL FILES

1. The Board shall maintain one central personnel file for each Teacher which shall contain all evaluations, both formal and informal. Each Teacher shall have the right, upon request, to review the contents of their personnel file. A representative of the Association may, at the Teacher's request, accompany the Teacher to this review. Such review shall be by appointment during normal business hours and in the presence of a designated employee of the Board. No Teacher shall remove any material from the personnel file; however, a Teacher shall have the right to copy any material available to the Teacher under this section or to have such copies made by District Office personnel. Each Teacher shall have the right to attach a written response to any material placed in their file. Letters of recommendation and other materials protected under the Illinois and Federal Personnel Records Acts shall be excluded. Each employee has the right to place and to have at any point in time up to five (5) positive letters (no longer than 2 pages each) in their personnel file.
2. Concurrent with the addition of any evaluative material to a Teacher's personnel file, the Teacher shall be given a copy of such material. The Teacher shall acknowledge receipt of such copy on the material being inserted into the file, but such acknowledgment shall not infer agreement with such material.

B. VACANCIES AND PROMOTIONS

During the school year, the Superintendent or his/her designee shall announce all vacancies as they occur in the District. A notice of vacancy will be emailed to Teachers two (2) working days before the vacancy is offered publicly. A job description, a statement of minimum qualifications, and if the position is a stipend position, the stipend amount shall be available to all interested and qualified Teachers. No vacancy shall be filled on a permanent basis without such vacancy having been publicly posted for at least two (2) working days. When the vacancy is posted publicly, it will be posted on the District website.

C. INVOLUNTARY ASSIGNMENTS

A Teacher involuntarily reassigned shall be notified as promptly as circumstances permit and afforded an opportunity to discuss such assignment with the Superintendent. Teachers may be reassigned to new subject areas or grade levels after the first day of the school year only after conferring with the Teacher and the ASSOCIATION. Except in cases of emergency Teachers will have a minimum of five (5) days to prepare. Any Teacher involuntarily reassigned shall receive prompt consideration of future vacancies in which they have previously requested assignment in writing within the prior twelve months. Such Teacher may resign their position. The resignation shall be accepted by the Board, providing the resignation is in accordance with state law and a suitable replacement is available. Teachers

are not required to accept assignments to positions they are not legally licensed to hold unless the Teacher agrees to become provisionally licensed to hold the position.

D. VOLUNTARY ASSIGNMENTS

Any Teacher currently on tenure or eligible for continuing contractual status in the coming school term may apply for assignment to another position when a vacancy exists. Such application shall be in writing to the Superintendent. When the Superintendent has made a decision, the Teacher may request a conference within 10 school days of the Superintendent's decision.

The Superintendent will select Teachers to fill teaching vacancies based upon School Code Section 24-11 and any other applicable law.

E. JOB DESCRIPTIONS

Teacher job descriptions shall be accepted by the PERA Committee and will be completed by the end of the 2023-2024 school year.

F. EVALUATION

The parties agree to develop cooperatively an evaluation instrument for use in the summative evaluation and rating of tenured and non-tenured Teachers. The summative evaluation instrument will comply with PERA Rules, School Code Section 24A, and the Performance Evaluation Review Act (PERA). The evaluation instrument will be reviewed and agreed upon as necessary by representatives of the Board or their designees and the Association. The PERA Committee will meet at least twice during the school year to discuss any open matters related to this process. The procedural provisions of such Evaluation plan shall be subject to the grievance procedure of the Agreement (Article VII hereof), but the substantive provisions, including the summative ratings, shall not be subject to such grievance procedures. The Association will assign the ASSOCIATION members of the PERA committee each year.

G. NOTICE OF NEXT SCHOOL YEAR'S ASSIGNMENT

Teachers shall be given written notice of their tentative class and/or subject assignments and room assignments for the forthcoming year not later than May 15. The Board reserves the right to change the assignment.

During the summer vacation, the Superintendent or designee shall email to the Association President notice of all openings as they occur.

H. REDUCTION IN FORCE (RIF) PROCEDURE

The Administration shall develop specific procedures related to reduction in force and recall of Teachers in consultation with the Association. The reduction-in-force and recall procedures are intended by the Board and the Association to be in compliance with the

Illinois School Code and the Board Policy 5:290. The parties acknowledge that if any of the procedures regarding reduction-in-force or recall are determined to be contrary to School Code Section 24-12, the statute shall control and govern the reduction-in-force process.

The Administration will annually provide the ASSOCIATION President with a sequence of Dismissal ("SOD") list at least seventy-five (75) days before the end of each school year.

I. JOB SHARE

1. JOB SHARING DEFINED - Job Sharing shall be defined as voluntary part-time service in which eligible Teachers share a position on a regular basis.
2. ELIGIBILITY - Two Teachers, who have both acquired District tenure status, as well as a minimum of a "satisfactory" or "proficient" evaluation rating on their previous two annual summative performance evaluations, may request to share a position.
3. REQUESTS FOR JOB SHARING - Two eligible Teachers may request job sharing by submitting a proposed written job share plan to the Principal by March 1st for the following school year. The Job-Sharing Plan shall include, but is not limited to, communication of plans regarding academic, behavioral, emotional, and social needs of individual students; information related to division of teaching responsibilities; schedule of work hours and/or days; shared planning times; substitute procedures; attendance at meetings; institute days; in-service days; open houses; parent conferences; field trips and other teaching responsibilities. Teachers approved for a job-sharing position shall be fully responsible and accountable for ensuring that all teaching, supervisory, and District responsibilities for the job-sharing position are met and for covering all scheduled faculty and staff meetings, in-services, parent meetings and conferences, Open Houses, and other contractual and professional obligations.
4. REVIEW AND APPROVAL - Requests for Job Sharing must be approved by the Principal, the Superintendent, and the Board of Education. The granting of Job Sharing shall be no longer than one school term, and each request shall be considered on a case-by-case basis. In the event that the Job-Sharing request is denied, the Teachers requesting the Job Share will receive a written response from the Superintendent.
5. JOB SHARING REVIEW - Each Teacher will submit a written report to their supervisor at the end of the school year evaluating the success of the program including recommendations for the future.
6. TENURE STATUS - The continued contractual status (tenure) of a Teacher shall not be affected by the granting of Job Sharing.
7. FAILURE TO COMPLETE JOB SHARE - In the event one Teacher resigns during the school term or otherwise cannot complete the Job Share, the other Teacher may return to full-time status in order to complete the assignment. If said Teacher cannot return to full-time status, and a suitable and eligible Teacher cannot be secured to fill the part-time opening, then the Teacher shall be placed on unpaid leave for the remainder of the school term, and a full-time replacement secured. Nothing herein shall prohibit the

Board of Education from assigning another Teacher to complete the Job Share. The Teacher's eligibility for salary step advancement and accrual of District service/seniority credit will be based upon the duration of the unpaid leave of absence and the contractual requirements set forth in Article IX of the Collective Bargaining Agreement.

J. FREEDOM OF INFORMATION ACT REQUESTS

The Superintendent or his/her designee shall notify, in writing, any Teacher if a request for information contained in the Teacher's personnel file is made under the Freedom of Information Act, within the timeframe that the request is required to be honored. The notification shall include the name of the individual making the request, the documents that have been requested, and the District's intent whether or not to disclose the information. The District shall not disclose any documents considered exempt under the Freedom of Information Act or otherwise prohibited from disclosure by law.

K. NON-DISCRIMINATION

The Board of Education will comply with the non-discrimination provisions set forth in *Board Policy 1:60*.

L. HARASSMENT

The District and Association agree that the workplace environment shall be productive, respectful, and free of unlawful harassment as stated in Board Policy 5:20. Employees who believe they are subject to a hostile, humiliating or intimidating work environment shall raise their concerns with an appropriate Administrator as soon as possible, but no later than Forty-Five (45) days from the occurrence of the incident(s), in accordance with Board Policy 5:20.

M. COMMITTEE PARTICIPATION

Teachers may not be expected to serve on more than one committee at a time but may attend additional committees from time to time (on an uncompensated basis) if they wish to do so. If committees meet outside of school hours, or during lunch, Teachers will be compensated for their time at the rate specified in Appendix B.

N. DISCIPLINARY ACTION

A Teacher will have the right to be accompanied by an Association representative at any meeting with the Board or an administrator where the Teacher reasonably believes that discipline may result. The Administration will inform a Teacher of their right to an Association representative. Reasonable advanced written notice of such meeting and the nature of the possible disciplinary action will be given. The Teacher will take no reprisals against any person, including any parent, student, or employee, for making a complaint against a Teacher. Teachers may provide a written response including witness statements when disciplinary action is proposed or imposed.

Teachers may be suspended without pay for disciplinary reasons only for just cause. Written notice of any disciplinary action will be issued within a reasonable time of the occurrence giving rise to the discipline or within a reasonable time after the District becomes aware of the occurrence or misconduct.

O. ASSAULT ON EMPLOYEES

Assault on employees by students and / or parent(s) shall be regarded by district authorities as a matter of grave concern. The district recognizes the lawful right of an employee to protect their body or a student in a case of an unavoidable physical assault. In any case, when an assault occurs during the assaulted employee's performance of their school duties, such assault shall be reported to the principal and other proper authorities immediately.

In the event of an assault upon an employee by a student and / or parent(s), the Board shall render reasonable assistance to the employee in dealing with law enforcement authorities who may investigate such incident.

Any student and / or parent(s) committing an assault upon an employee shall be subject to disciplinary action pursuant to Board policy, including suspension and / or expulsion where appropriate.

The employee shall be consulted by the principal or designee before any consequences for a student are determined.

The employee shall receive a written copy of the consequences to be imposed on a student. Any affected employee shall be entitled to a conference with the principal before readmittance to the classroom of an assaulting student.

As used in this article "assault" means the infliction of physical injury or the use or threat of force upon the body of the employee without consent.

P. REMOTE TEACHING

Teachers will not be required to teach students simultaneously in-person and remotely through the use of remote platforms. The Board agrees to comply with any legal obligations to impact bargain changes to working conditions arising from implementation by the District of a remote learning model.

Q. PROFESSIONAL COMMUNICATION

District 38 email and the in-house phone system are the preferred methods of communication between Teachers and administrators.

Teachers may use cell phones in a professional manner that enhances student learning without disrupting it. This includes necessary personal use during their duty-free lunch period and non-instructional time.

R. TEACHER AVAILABILITY OVER SUMMER BREAK

Participation in in-person or virtual meetings, training, and / or professional development opportunities that occur over the summer break shall be considered optional, and attendance in such activities shall not be utilized in a Teacher's formal evaluation rating. New curriculum initiatives shall not be contingent upon participation in in-person or virtual training that occurs over the summer break. Teachers will be paid according to the Summer Curriculum Rate, as delineated in Appendix B.

With prior approval of the Superintendent, Teachers may access their teaching space during the summer in order to prepare for the upcoming school year

S. SUBSTITUTE TEACHERS

The District will use its best reasonable efforts to secure substitutes. Teachers who substitute will be compensated only if the substituting results in that Teacher not receiving their weekly amount of non-instructional minutes.

ARTICLE V

WORK YEAR/WORKDAY

A. WORK YEAR

The school calendar shall consist of 188 days, of which at least 176 will be student attendance days, and at least four (4) of which will be institute days. Two (2) of these student attendance days will be conference days. Five (5) days will be reserved as emergency days. Unused emergency days shall not become workdays for Teachers. For their initial year of employment only, new full-time regular Teachers' work-years will consist of 190 days. New Teachers shall be required to attend school two (2) days before the beginning of the school year institute days and will participate in orientation activities related to their employment.

B. WORKDAY

1. Teachers will work and be present at school for 7 hours, 35 minutes in a regular workday, and students will have a 7-hour, 5-minute school day. Teachers will be present in the building no less than fifteen (15) minutes before the start of the student day until no less than fifteen (15) minutes after the student day.
2. Teachers whose duties require attendance at school of four (4) hours or more shall be entitled to a duty-free lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day as set forth in Section 24-9 of the School Code.
3. Teachers will maintain a workday schedule as required by the Board based upon the recommendation of the Superintendent. Changes in the Teachers' starting time and ending time will be bargained.

C. EARLY RELEASE SCHEDULE

Beginning with the 2022-2023 school year, one day every work week students will be released early from class at 2:00 p.m. to provide Teachers with professional growth and in-service activities which will end no later than 4:00 p.m.

In planning such programs, the Administration will survey Teachers by the end of April each school year. Thereafter a group of three (3) Teachers selected by the Association will meet with Administration to review and discuss the survey results and provide input into the content, sequencing, and scheduling of these programs.

D. NON-INSTRUCTIONAL TIME

Non-instructional time for Teachers will be no less than three hundred twenty-five (325) minutes per regular work week. Generally, non-instructional time for each Teacher includes, but is not limited to team meetings, parent communications, grade and district level meetings, individual Teacher plan time, and other non-teaching time and activities as may be

directed by the District. (Teacher's duty-free lunch period or time spent performing extra duties or substituting does not count toward non-instructional minutes). To count towards this 325-minute minimum the non-instructional time cannot be less than 30 consecutive minutes on a regular workday.

A Teacher who, at an administrator's request, misses a planning period to substitute for another Teacher and whose weekly non-instructional time is thereby reduced to less than three hundred twenty-five (325) minutes, will be compensated at the substitute Teacher rate set out in Appendix B.

E. PART-TIME TEACHERS

Part-time Teachers who work at least 50% time will receive salary, benefits, and planning and preparation time pro rata based on their percentage of time worked.

ARTICLE VI

ACADEMIC FREEDOM

Teachers shall not be denied academic freedom. As used herein “academic freedom” shall mean that Teachers are free to present instructional materials that are pertinent to the subject and level taught within the outlines of appropriate course content and within the planned instructional program. “Academic freedom” shall include Teacher involvement in the selection of educational materials and methods of instruction through normal curriculum renewal cycle committees. Controversial issues and the historical terms and/or contextual language that may be used to discuss them may arouse strong feelings and divided opinions in communities and society. When teaching controversial issues, Teachers shall present materials on opposing sides of controversial issues and strive to discuss them in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Notwithstanding the foregoing, choices in selecting materials should be suitable for the grade level(s) taught and in keeping with the District’s general standards for what is appropriate for children to study in school.

ARTICLE VII

NEGOTIATIONS PROCEDURE

A. DATE

Negotiations shall begin no earlier than March first of the year in which the current agreement expires, unless both parties agree to an alternative date. Meetings shall be held as necessary at times and places agreed to by both parties.

B. MEDIATION

When initiated by the parties in accordance with IELRB Rules, the Federal Mediation and Conciliation Service shall be requested by both parties to appoint a mediator from its staff in accordance with its rules. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make public any recommendations without the express written consent of both parties.

ARTICLE VIII

GRIEVANCE PROCEDURE

The Association and the Board agree to promote the concept that most problems or concerns may be resolved through meaningful discussions without the need for a formal grievance procedure.

A. DEFINITIONS

1. A grievance is defined to be a complaint by the Association, or any Teacher (henceforth sometimes called the "Grievant") based on an event or condition which is claimed a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A Teacher having a problem or concern may elect to discuss the matter informally with his/her immediate supervisor. The Teacher may have an Association representative present during such an informal discussion with whom the Teacher may confer. The problem or concern may be adjusted without the intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.
3. Days throughout this article are school days for grievance calculations. A school day is defined as a day during which the Teachers and the students are in attendance for the regular school term. During summer vacation, days for grievance calculations shall be when the District Business Office is open for business unless other mutually agreeable times are established by the parties.

B. PROCEDURES

If a problem or concern is not resolved through meaningful informal discussions cited above, a grievance shall be processed as followed:

1. Step I. The Grievant shall present the grievance in writing to the Superintendent or Designee and the President of the Association within ten (10) days from the date of the occurrence of the event giving rise to the grievance or when the Grievant first knew of or should reasonably have known of such occurrence. The Superintendent shall arrange for a meeting with the Grievant to take place within five (5) days after receipt of the grievance. The Association's representative, and the Superintendent or designee, shall be present for the meeting. The Grievant may present information, including witness statements, at the meeting. The Grievant's representative shall be able to confer with and speak on the Grievant's behalf but the parties agree that the Superintendent or designee is entitled to hear directly from the Grievant and to have the Grievant answer questions by the Superintendent or designee about the matter. Within ten (10) days from this meeting, the Grievant and the Association shall be provided with the Superintendent's or the designee's written response, including reasons for the decision. The Step I grievance must specify the contract section(s) allegedly violated, the basis for each alleged contract violation, and requested remedies.

2. Step II. If the Association is not satisfied with the disposition of the grievance at the first step, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Board within twenty (20) days of the date of the first step answer, then the grievance shall be deemed withdrawn. If within twenty (20) days of the filing of the demand with the Board, the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

C. BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

D. NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Teacher because of the Teacher's participation or refusal to participate in a grievance.

E. RELEASED TIME

Should any formal grievance meeting or hearing require that a Teacher or an Association representative be released from his/her regular assignment, the Teacher and/or Association representative shall be released without loss of pay or benefits.

F. FILING OF MATERIALS

All reports related to a grievance shall be filed separately from the personnel file(s) of the Teacher(s).

G. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level as if never having been filed.

H. NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall move to the next step.

I. COSTS

The fees and the expenses of the arbitration shall be shared equally by the parties.

J. COURT REPORTER

If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter.

K. POSTPONEMENT

If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

L. SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

ARTICLE IX

CLASS SIZE

While educational research has not yet clearly defined optimal class size, and while financial or other constraints may affect class size and Teacher-student ratios, the Board acknowledges the desirability of monitoring reasonable class sizes. When a Teacher believes any class size to be unreasonable, he/she shall first discuss the matter with the Superintendent. If a satisfactory solution is not reached, then the Teacher may discuss the situation with the Executive Council of the Association. If the Council wishes to discuss the matter with the Superintendent within a reasonable amount of time, it may do so.

ARTICLE X

LEAVES

A. PAID LEAVES

1. SICK LEAVE

- a. Each Teacher shall be entitled to fifteen (15) sick leave days in employment years 1 through 10, sixteen (16) days in years 11 through 20, and seventeen (17) days in years 21 and beyond with full pay per school term.
- b. Unused sick leave may accumulate to three hundred sixty (360) days.
- c. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this provision, immediate family shall include parents, spouse, domestic partner, sibling, children, foster children, grandparents, grandchildren, parents-in-law, sibling-in-laws, and legal guardians. In case of serious illness of persons outside of the immediate family, the Superintendent may grant use of available sick leave without loss of pay.

2. VOLUNTARY SICK LEAVE BANK

- a. The District shall maintain a Voluntary Sick Leave Bank (VSLB) for use by a Teacher to care for their own personal serious illness or disability, or for the care of a Teacher's family due to such family member's serious illness or serious disability. For purposes of the Voluntary Sick Leave Bank, the Teacher's "family" shall be defined as provided in Section A.1.c. of this Article IX. "Serious illness or disability" shall be defined as that jeopardizes the life of the family member or a medical emergency which confronts the family member.
- b. A Committee will be formed which shall consist of two (2) Administrators chosen by the District and two (2) Teachers chosen by the Association. The Voluntary Sick Leave Bank Committee (VSLC) will be the governing board of the Voluntary Sick Leave Bank.
- c. Each year, each full-time Teacher bargaining member may voluntarily donate from one (1) to ten (10) sick days from their accumulated sick leave. An eligible Teacher who has donated at least one (1) sick day per year to the VSLB and who has exhausted all of his/her accumulated sick leave may request to use the VSLB. A Teacher is eligible to request up to ten (10) days per year from the VSLB. Any such Teacher who wishes to request use of days from the VSLB shall provide a written request to the Superintendent on a form approved by the VSLC which indicates the reason for the request, the number of VSLB days requested, and the period of time the Teacher intends to use such days. The VSLC may request such additional information as it deems necessary to consider the request including a physician's

statement or certification verifying the serious illness or disability. If the bank dissolves, days will be returned to current employees who have contributed.

3. PERSONAL LEAVE

The Board of Education shall grant each Teacher two (2) days leave per year for personal business that cannot be handled during non-school days or hours. Unused personal leave may accumulate to a maximum of three (3) days per year, including the Teacher's annual allocation of personal leave days. Any unused personal leave days beyond the three-day maximum accumulation amount shall accumulate as sick leave and, if unused at the end of a school year, shall be added to the Teacher's accumulated sick leave, provided, however, that the combined aggregate accumulation of sick leave and personal leave shall not in any event exceed three hundred sixty (360) days. Personal leave days, once converted to sick leave, may not be reconverted to personal leave. Employees shall not be required to disclose the reason for personal leave unless the request is given with less than ten (10) school days' notice or within the blackout period described herein. Notification of intended absence due to such personal business must be submitted to the appropriate administrator at least two (2) weeks in advance of the absence except in cases of documented emergencies. The day immediately preceding or immediately following a legal holiday or a school vacation period and the first five (5) and last five (5) Teacher employment days, shall not be used as personal leave days, except in cases of documented emergencies. Personal leave shall not be available for a work stoppage of any kind or for any activity that shall result in wages for the Teachers.

4. PROFESSIONAL DAYS

Teacher attendance at one or more professional workshops, conferences or conventions including national conferences or conventions may be eligible for expense reimbursement. Attendance, expense reimbursement and time release during Teacher's working hours must be pre-approved by the appropriate administrator. The Teacher shall be excused without loss of salary, sick leave, or personal days. Prior to receipt of expense reimbursement, the Teacher shall provide documentation of expenses to the appropriate administrator.

5. JURY DUTY

There will be no loss of salary to a Teacher due to the time spent on jury duty, except that the Board of Education shall require reimbursement by the Teacher of the amount of compensation received by the Teacher for said jury duty.

B. CHILD-BONDING LEAVE FOR TENURED TEACHERS

A tenured Teacher shall be eligible for child-bonding leave without pay, subject to the following conditions and to the general conditions for all unpaid leaves set forth in Section E of this Article:

1. The Teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors to the maximum possible degree and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one (1) additional year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon the date agreed upon by the Superintendent or his/her designee and the Teacher, but no later than fifteen (15) calendar days of the actual date of delivery, or custody in regard to adoption. Such leaves which commence during the summer recess shall begin no later than on the first day of the next school year. The Superintendent or his/her designee may waive any of the provisions of this Section in his/her sole discretion, and any such waiver shall not be precedential in any respect.
2. A tenured Teacher may use the child bonding leave of this section in conjunction with the birth or adoption leave set forth in Section D below, but once the unpaid Child-Bonding portion of the leave commences, the employee may not access or use sick leave days. Any accumulated, unused, sick leave available at the commencement of the leave shall be available to the Teacher upon return to employment in the District.

C. CHILD-BONDING LEAVE FOR NON-TENURED TEACHERS

A child-bonding leave may be granted to a non-tenured Teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenured Teacher and provided the terms of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code for the purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the Teacher shall be considered to have commenced the first, second, third or fourth probationary year as the case may be. The granting of a child-bonding leave to any non-tenured Teacher shall not constitute a precedent for the granting of leave to any other Teacher. Each request shall be judged on its own merits.

D. USE OF SICK LEAVE FOR BIRTH OR ADOPTION

1. A tenured or non-tenured Teacher may use sick leave following the birth of a child as follows:
 - a. Where the child is delivered without a cesarean section, the Teacher (or the Teacher's spouse or partner in a civil Association) will be presumed, without medical documentation, to be sick and incapacitated and the Teacher will be eligible to use up to six (6) weeks of accumulated sick leave immediately after the birth of the child.
 - b. Where the child is delivered via cesarean section, the Teacher (or the Teacher's spouse or partner in a civil Association) will be presumed, without medical documentation, to be sick and incapacitated and the Teacher will be eligible to use up to eight (8) weeks of accumulated sick leave immediately after the birth of the child.

- c. Where the Teacher (or the Teacher's spouse or partner in a civil Association) is, in fact, sick and incapacitated longer than the six (6) or eight (8) week periods described in Sections a and b above, due to the birth of a child, the Teacher may use accumulated sick leave with appropriate medical documentation.
2. Any Teacher desiring to use sick leave as a result of becoming an adoptive parent shall notify the Superintendent or his/her designee in writing upon the initiation of such adoption proceedings. Adoption leave of six (6) weeks shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date that the child is expected to be received. The six-week period of adoption leave will begin when the Teacher receives the child. The Teacher, based upon documentation, will be eligible to use accumulated sick leave to travel for the adoption of a child upon approval of the Superintendent or designee. It shall be the responsibility of the applying Teacher to keep the Superintendent or his/her designee fully informed of the status of the proceedings and, as soon as known, the expected date of delivery of the child. Adoption leave shall be subject to all applicable provisions of Sections B through D of this Article.
3. A Teacher who does not use child-bonding leave may use accumulated sick leave during any period of illness related to the pregnancy and/or to the delivery of the child. If such Teacher shall have exhausted accumulated sick leave, the Teacher shall be granted a leave of absence without pay during such period of illness, not to exceed ninety (90) days or the balance of the school year, whichever is less.

E. GENERAL CONDITIONS FOR UNPAID LEAVES

1. All requests for leaves of five (5) days or more shall be made in writing to the Superintendent or his/her designee at least ninety (90) calendar days prior to the beginning of such leave or, if the leave is for the following school year, by March 1, of the preceding year with the exception of medical leaves and jury duty. Requests for leaves of less than five (5) days shall be made in writing to the Superintendent or his/her designee at least thirty (30) days prior to the beginning of the leave. Per its discretion under this Section, the Board generally will not consider granting untimely requests for unpaid leave unless there are extraordinary circumstances or the reason for the leave is unforeseeable, and these reasons are documented in writing for the Board's review. Eligibility to apply for another medical leave shall not require a return to full-time employment. Eligibility to apply for another child-bonding leave requires that a Teacher shall return to full-time service for a minimum of one school year.
2. Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement and indicating the nature, extent and anticipated duration of medical disability. A physical examination may be required of Teachers returning from leaves for personal medical reasons. Any medical examination requiring a Board-designated physician shall be at the Board's expense. During a medical leave the Board may require that the Teacher submit a physician's statement(s) indicating his/her condition and prognosis.

3. Any Teacher who has been employed for ninety-five (95) or more days of the school year prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as he/she would have had if the leave had not been granted. If the leave exceeds the year such leave commences, the second year shall not be considered for step advancement on the salary schedule.
4. In all instances where a Teacher is granted an unpaid leave of six (6) months or more, as a condition thereof, he/she shall advise the Superintendent or his/her designee in writing of their intent to return at least One Hundred and Eighty (180) calendar days prior to the termination of such leave or by March 1 if the leave extends to the end of the school year. Return to the District shall be in accord with the previously agreed upon plan. Failure to advise the Superintendent or his/her designee of intent to return as required by this Section shall be treated as an election not to return to employment and as a resignation from the District.
5. While on leave, a Teacher shall, at his/her own expense, have the option to remain an active participant in the State of Illinois Teachers' Retirement System and further, at his/her own expense, participate in the insurance programs of the District, subject to the approval of the insurance carriers and the Retirement System.

F. FAMILY AND MEDICAL LEAVE ACT

The District will abide by and coordinate the provisions of the Family and Medical Leave Act with the benefits provided in this Article.

G. MILITARY LEAVES

The District will abide by and coordinate military leaves pursuant to all applicable federal and state laws including, but not limited to, Uniformed Services Employment and Reemployment Rights Act (USERRA) and the Illinois Local Government Employees Benefit Continuation Act.

ARTICLE XI

RETIREMENT PLAN

A. RETIREMENT INCENTIVE BENEFIT PLAN

The Board shall recognize the service of Teachers who have rendered at least fifteen (15) years of creditable service to District 38 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois under the following plan.

B. ELIGIBILITY AND NOTICE

1. To be eligible the Teacher must have been employed as a Teacher by the district for a minimum of fifteen (15) years of full-time, creditable service immediately preceding his/her retirement. Part-time service will count toward the 15 full years of service on a pro-rata basis.
2. The Teacher must by the date of retirement (a) have reached the age of sixty (60) with twenty (20) or more years of TRS creditable service, or (b) have served the maximum number of creditable years recognized by TRS (currently 35 years of service), including any years of service in a reciprocal retirement system, whether or not the years in the reciprocal retirement system have been repurchased.
3. The Teacher must be eligible to retire without the Board incurring any TRS penalty or contribution, including any penalty for the Teacher exceeding the 6% creditable earnings increase cap.
4. The eligible Teacher shall provide written notice to the Superintendent of their intention to retire and participate in the program one year or two years, as the case may be, between January 1st and March 1st of the school year prior to the school year the benefits are to begin.
5. The eligible Teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice. However, the Board may in exceptional circumstances (such as death or illness in the Teacher's family), in its sole discretion, allow a Teacher to revoke said notice of retirement on a non-precedential basis. Where the Board grants the Teacher's request to revoke his/her notice of intent to retire, the Teacher shall reimburse the District any amounts paid under the retirement benefit provisions of this Article within 30 days and the District will amend the Teacher reported creditable earnings as appropriate under TRS regulations and any applicable statute or federal laws.
6. To obtain the retirement incentive benefits described in this Article, the Teacher must provide the notice referred to in B.4 above so that the employee retires at the end of the first school year they meet the eligibility requirements set forth in B.1 through B.5.

EXAMPLE: An employee who will first become eligible to retire under the criteria of this Agreement during the 2026-2027 school year would need to give the required notice to the Board between January 1, 2022, and March 1, 2022, to receive the maximum five (5) years of 5.0% increases.

The same employee could submit notice between January 1, 2023, and March 1, 2023, but would be eligible for four (4) years of 5.0% increases.

C. RETIREMENT BENEFIT PLAN

1. An eligible Teacher who submits a timely irrevocable letter of resignation will be paid a salary increase in their last one, two, three, four, or five years of service as follows:
 - a. Eligible Teachers receiving a one (1) year 5.0% salary increase will receive an increase in their final year's base salary, excluding any other compensation or creditable earnings such as stipends or pay for supplemental jobs.
 - b. Eligible Teachers receiving two years of 5.0% salary increases will receive the first year's increase as described above in Section C.1.a. The second year's salary increase will be 5.0% greater than the first year's base salary.
 - c. Eligible Teachers receiving three, four, or five years of 5.0% increases will receive their salary increases as described in Section C.1.a. and b. above.
2. The parties intend that the District will not be obligated to pay any penalty as a result of exceeding the TRS 6% cap. To that end, if as part of a prior year's compensation, the eligible Teacher earned a stipend or pay for a supplemental job, he/she is eligible to continue to perform the work and earn the additional pay. If the Teacher ceases to perform the stipend assignment or supplemental job or earns a stipend or supplemental job which pays less, the Teacher may not in subsequent years increase his/her stipend or supplemental pay if it would cause the Teacher's earnings to exceed his/her previous year's TRS creditable earnings by more than six percent (6%). A Teacher receiving benefits under this Article may not assume or earn stipends or supplemental pay if by doing so the Teacher's earnings would exceed his/her previous year's earnings by more than six percent (6%). Teachers receiving these six percent (6%) increases will be taken off the salary schedule and are not eligible to earn annual salary percentage or lane percentage increases.

D. LIMITATIONS AND PLANNING REGARDING RETIREMENT BENEFITS

1. Planning Meeting.

Because a Teacher may retire as early as age 55 and the Teacher's pension is calculated by TRS using the creditable earnings from the best four consecutive years out of the last ten before retirement, planning for retirement begins at age 50. This is also the case from the Board's perspective because in those same years, the Board becomes subject to costly TRS penalties if creditable earnings are in excess of the TRS limitation.

The Superintendent or designee will initiate the planning process by January 15 of the school year in which a Teacher reaches age 50. The Superintendent will provide the Teacher with a retirement planning form to be completed by the Teacher and returned to the Superintendent by March 1 of the same school year. The information to be provided in the form will include the number of years of creditable service the Teacher has with TRS, the years of creditable service which may be available for purchase from TRS, the number of days of unused sick leave that the Teacher has accumulated with other districts, and the Teacher's projected retirement date if the Teacher has identified such a date. By May 1 of the same school year, the Teacher and the Superintendent or designee will meet to discuss the form and questions or concerns the Teacher may have about the Plan.

2. Limitations on the Number of Participants.

Notwithstanding anything herein to the contrary, the benefits described in subsection (a) above may be limited by the Board in any given school year to a maximum of two (2) Teachers who have submitted their irrevocable resignations as provided in this Article. If more than two (2) Teachers so declare an intention to retire in a single year, the determination of which two (2) Teachers shall be granted the benefit shall be determined by years of continuous employment with the District. Any Teacher who is excluded from retiring as a result of this limitation may withdraw his/her resignation without prejudice. If the resignation is not withdrawn, the Teacher shall have priority to participate in these benefits in the next following school year as compared to any other Teacher who may thereafter seek such benefits. If more than two (2) Teachers are deferred from the opportunity to retire pursuant to the limitation of this section, they shall likewise have priority over other Teachers, and within such group priority shall be pursuant to the provision set forth above. Teachers whose retirement requests under this program are deferred will receive end-of-career raises for the number of years they were eligible to receive when they first submitted their notice.

E. REOPENER

If changes to the Teachers' Retirement System (TRS) increase the Board's costs or reduce the Teachers' benefits, then either party may be entitled to reopen Article XI of this agreement for the remaining term of the agreement.

When reopening the contract for the express purpose described above in this section, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items contained in Article X. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations. In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

F. DEATH OF A RETIRING TEACHER

Any monies accrued to a retiring Teacher who dies prior to such payment shall have such monies paid to their estate or designated legatee within one (1) month of written notice of the death and/or within thirty (30) days when such amount would have been due and payable to the Teacher, whichever shall be the latter.

ARTICLE XII

CONTINUITY OF OPERATIONS

A. NO STRIKE

The Association shall not call, engage in or authorize a strike during the term of this Agreement or any extension thereof.

B. NO LOCK OUT

The Board shall not lock out any Teachers covered by this Agreement during the term of this Agreement or any extension thereof.

ARTICLE XIII

COMPENSATION

A. SALARY PROGRAM

1. The 2021-2022, 2022-2023, and 2023-2024 Teacher salary schedule will be modified to reflect the following pay raises:
 - a. 2021-2022 – Except as otherwise noted herein, Teachers moving on the salary schedule will receive an annual base salary increase of 4.0%.
 - b. 2022-2023 – Except as otherwise noted herein, Teachers moving on the salary schedule will receive an annual base salary increase of 4.0%.
 - c. 2023-2024 – Except as otherwise noted herein, Teachers moving on the salary schedule will receive an annual base salary increase of 4.0%.
 - d. In the 2021-2022, 2022-2023, and 2023-2024 contract years, respectively, Teachers frozen at the bottom of a salary schedule lane and who are not receiving any end-of-career salary increases under Article XI or its predecessors will receive an annual increase in their base salaries equal to one-half of the percentage increase in base salaries reflected in Sections 1a, 1b, and 1c above., i.e., 2.0%
 - e. Beginning in the 2021-2022 school year, the BA+15 and MA+15 columns will be changed to “BA+18” and “MA+18” respectively. Teachers in these “+15” columns as of July 1, 2021, will be placed into the BA+18 and MA+18 columns as appropriate, but after that date, all Teachers must have the additional 18 credit hours to enter those columns.
2. Based upon the recommendation of the Superintendent, the Board of Education may place a new Teacher on any step of the salary schedule.
3. Salary increases for hours of credit and/or achievement of a Master’s degree will be reflected in the Teacher’s salary in the school year immediately following completion of the work that qualifies the Teacher for a salary adjustment. All official transcripts verifying satisfactory completion of the work must be submitted to the Superintendent on or before September 30 of the school year in which the salary adjustment is to be effective.
4. To receive salary increases in accordance with 3 above, Teachers must receive preapproval of all graduate courses. Teachers must complete a course preapproval form and receive approval from the Superintendent prior to attending the first-class session.

B. SALARY PAY PERIODS

Teachers will be paid on a twenty-four (24) pay period basis with the first pay period beginning September 15th of the school year. Extra duty pay will be clearly listed on Teachers' paychecks.

C. SUPPLEMENTARY PAY

Beginning in the 2022-2024 school year, Teachers will be compensated for extra duty and extra work as set out in Appendix B. For the 2021-2022 school year Teachers will be paid for this work pursuant to the 2016-2021 Collective Bargaining Agreement.

When a lunch period position becomes available, the Lunch Program Supervisor shall seek volunteers for all paid lunchroom and noon playground positions. If volunteers do not come forward to be employed in these positions, the Supervisor shall assign Teachers to those positions on a rotating basis according to the reverse seniority list published annually by the Superintendent. Any Teacher that is selected to work for the paid lunchroom and noon playground positions shall receive their duty-free lunch period at a different time of that same school day.

D. MASTER TEACHER CERTIFICATION STIPEND

Upon notification of receipt of National Board Certification \$2,500 will be awarded to the Teacher for achievement of the Certification. In subsequent school years, an annual stipend of \$2,500 will be awarded to each Teacher who holds a current Master Teacher Certificate with the Illinois State Board of Education. This stipend is available only for Teachers who are receiving the Master Teacher Certification stipend or are enrolled in a recognized Master Teacher Certification program on or before September 1, 2021. Teachers who are receiving this stipend or who are enrolled in such a program as of September 1, 2021, may renew their Master Teacher Certification and continue to receive this stipend.

E. GRADUATE COURSEWORK REIMBURSEMENT

Teachers will be reimbursed for tuition expended for graduate courses up to Two Thousand and 00/100 Dollars (\$2,000.00) in each school year of this Agreement. Requests for such reimbursement must be made by November 1 and reimbursement will be paid after the accounts payable report has been approved at the December Board of Education meeting, provided the courses were completed during the previous school year. For purposes of reimbursement, a school year will be defined as from September 1 to August 31.

All courses must be on the graduate level and the academic grade earned must be acceptable toward an advanced degree at that university. All courses must be approved by the Superintendent prior to enrollment. The total sum of reimbursement for which the Board is responsible shall not exceed Twenty-Five Thousand Dollars and no cents (\$25,000.00) in the 2021-2022, 2022-2023, and 2023-2024 school years. If at any time the total requests for reimbursement exceed the amount available for reimbursement, the Superintendent shall prorate equally the amounts available.

The annual individual Teacher cap will be Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) for reimbursable course work in areas designated “district areas of instructional priority.” Such areas will be identified by the Board of Education by August 15 of each year. If a Teacher takes reimbursable courses in both instructional priority areas and non-priority areas, the individual cap amount will be a blended rate between the two individual caps but in no event will a Teacher be reimbursed more than the amounts of the priority caps. The blended formula for each school year will be as follows:

(Percentage of the total amount of Teacher reimbursement sought for priority course work X \$2,500.00) + (percentage of the total amount of tuition reimbursement sought for non-priority coursework X \$2,000.00) = blended individual Teacher cap.

Example for 2021-2022 school year:

- Teacher seeks total reimbursement of \$2,500.00: \$1,250.00 for priority courses and \$1,250.00 for non-priority courses.
- Percentage of the total amount sought (\$2,500.00) for priority courses = 50%.
- $50\% \times \$2,500.00 = \$1,250.00$.
- Percentage of total amount sought for non-priority courses = 50%. $50\% \times \$2,000.00 = \$1,000.00$.
- $\$1,000.00 + \$1,250.00 = \$2,250.00$.

In order to receive tuition reimbursement, an official transcript and invoice for the cost of tuition must be submitted.

Any Teacher who resigns from employment with the District or is dismissed for reasons other than a reduction-in-force, provided either occurs within twelve months of receiving tuition reimbursement, hereby agrees to repay the District all tuition reimbursement in the amount received during the twelve-month period preceding the final day of employment as a result of such resignation or dismissal. (Note: In the event of the non-renewal of a non-tenured Teacher, the Board shall have the right to waive repayment provided such waiver shall be non-precedential with respect to any other tuition repayment.) The Teacher further agrees that the District may deduct such amounts from the Teacher’s remaining wages, if any, and pursue any other available methods for collection.

F SALARY REDUCTION PLAN

2. The Board shall maintain a salary reduction plan that meets requirements of Section 125 of the Internal Revenue Code and any other applicable statutory or regulatory provision.

If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

3. A Teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each Teacher's compensation along with deduction of contributions to the Illinois Teachers' Retirement System that may be required on such salary reduction plan payments. The plan year shall commence on September 1 and extend through August 31 of each year. Prior to the beginning day of the plan year, each Teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. Premiums for group health insurance, single or family coverage.
 - b. Reimbursement for the amount of the deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code as allowed by law.
 - c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code as allowed by law.
 - d. Premium for group term life insurance equal to the nearest thousand dollars of salary up to fifty thousand dollars (\$50,000).
 - e. Premium for required participation in long term disability insurance.
4. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made by October 1st of the following plan year will be forfeited and not otherwise paid to the Teacher during that year or carried over to a succeeding plan year.
5. The dollar total of the designated salary reduction benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year unless otherwise specified.
6. Claims for reimbursement may be submitted not more often than once per month in minimum amounts of not less than one hundred dollars (\$100) except for the final month in the plan year unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

G. DISABILITY INSURANCE

Short Term Disability Insurance. The Board of Education shall provide short term disability insurance for all active Teachers with less than 60 days of accumulated sick leave as of September 1st. The short-term disability coverage shall include the following:

Benefit Percentage:	60% of Salary
Benefit Maximum:	\$500
Benefits Begin On:	31 st Day of Accident or

Duration of Benefits: 31st Day of Illness
13 Weeks

Long Term Disability Insurance. All active Teachers must enroll in the group long term disability plan. Teachers must pay for the long-term disability insurance on a salary reduction or on a payroll deduction plan. The long-term disability insurance coverage shall include the following:

Benefit Percentage:	60% of Salary
Benefit Maximum:	\$6,000 Per Month
TRS & Social Security Integration:	75% All Sources
Elimination Period:	120 Days
Duration of Benefits:	Age Discrimination and Employment Act I, (ADEA I)
Definition of Disability:	Own Occupation to Age 65 With Zero Day Residual Long Term Incentive Plan, (LTIP)

The Board assumes no liability for claim determinations. The benefits under short-term or long-term disability shall not be reduced or otherwise changed except by mutual agreement.

H. HEALTH/MAJOR MEDICAL INSURANCE

1. The Board shall pay the percentage designated below of either the actual annual premium for the applicable Board sponsored insurance plan (HMO or NSBC) in which the Teacher is enrolled. This benefit is available on a pro-rata basis for less than full-time and/or full-year Teachers who meet the health insurance plan enrollment guidelines.

HMO or NSBC – PPO Single Coverage: Board Paid 90%
HMO or NSBC – PPO Family Coverage: Board Paid 75%

2. If for any year during the term of this Agreement, the actual premium for any plan is more than 110% of the previous year's premium, the excess of the actual premium amount over 110% will be shared equally (50/50) by the Board and the Teacher.

I. REOPENER

If legislation is enacted that imposes a property tax freeze or if the implementation of the Affordable Care Act (ACA) causes the Board to be required to pay avoidable ACA penalties, then the Board shall be entitled to reopen Article XIII of this agreement for the remaining term of the agreement.

When reopening the contract for the express purpose described above in this section, the Board and the Association will convene a negotiating committee to make recommendations with respect to any or all items contained in Article XIII. This negotiating committee's recommendation(s) will be made to the entire Board and Association no later than 90 days following the first meeting of the negotiating committee.

Both parties will agree on the method for conducting the reopener negotiations. In the unlikely event that the negotiating committee is unable to reach an agreement, the Board and the Association each reserve their procedural and substantive rights under the Illinois Educational Labor Relations Act to reach a settlement.

J. CONTINUATION OF BENEFITS

For Teachers who leave the employ of the District after having worked the immediately preceding full school year, the Board will continue to pay that Teacher's premiums for the insurance plan that they had selected through the date before the first day of student enrollment.

K. LIABILITY

The District will provide indemnification to the Teachers according to Section 5/10.20.2 of the School Code and shall provide liability insurance as authorized by the School Code.

ARTICLE XIV

EFFECT OF AGREEMENT

A. CHANGE OR SUPPLEMENT

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be put in writing, signed by the parties, and submitted to the Board and the Association for approval.

B. LEGALITY

Should any article, section, or clause in this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then that article, section, or clause shall be deleted from this Agreement to the extent that it is in violation of the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause.

C. DURATION

This Agreement shall take effect as set forth in Article XIV hereof, provided if one of the following should occur either the Board or the Association may give written notice to the other to reopen Article XI and/or Article XIII of this Agreement, and if no agreement is reached within ninety (90) calendar days of such notice either to amend or to continue this Agreement, then this Agreement shall terminate, and negotiations shall be instituted for a successor Agreement:

1. A change in the funding of public education in Illinois resulting in a serious diminution of Board revenue or ability to generate such revenue.
2. A significant amendment, rescission or addition to the Illinois statutes affecting Teacher compensation (including retirement or early retirement) or the adoption of a mandatory health insurance program for Teachers compelling termination of the Board's existing health insurance coverage.

ARTICLE XV

TERM OF AGREEMENT

This Agreement shall be effective upon the first day of the 2021-2022 school term. This Agreement shall remain in effect until 11:59 P.M. on the day preceding the first day of the 2024-2025 school term.

IN WITNESS WHEREOF:

FOR THE DISTRICT NO. 38
KENILWORTH EDUCATION
ASSOCIATION

Lulu Ledin

Anne S. Ineman

3/8/22
Date

FOR THE KENILWORTH SCHOOL
DISTRICT NO. 38 BOARD OF
EDUCATION

[Signature]

3/8/22
Date

APPENDIX A – SALARY SCHEDULES

Teacher Salary Schedule for 2021-2022

	[BA]	[BA+18]	[MA]	[MA+18]
Step 1	\$ 49,755	\$ 52,898	\$ 55,656	\$ 57,149
Step 2	\$ 51,373	\$ 54,617	\$ 57,465	\$ 59,006
Step 3	\$ 53,042	\$ 56,392	\$ 59,332	\$ 60,924
Step 4	\$ 54,766	\$ 58,224	\$ 61,261	\$ 62,904
Step 5	\$ 56,546	\$ 60,116	\$ 63,252	\$ 64,949
Step 6	\$ 58,384	\$ 62,070	\$ 65,308	\$ 67,059
Step 7	\$ 60,282	\$ 64,088	\$ 67,429	\$ 69,239
Step 8	\$ 62,240	\$ 66,170	\$ 69,622	\$ 71,490
Step 9	\$ 64,263	\$ 68,321	\$ 71,884	\$ 73,813
Step 10	\$ 66,352	\$ 70,541	\$ 74,221	\$ 76,211
Step 11	\$ 68,508	\$ 72,834	\$ 76,632	\$ 78,688
Step 12	\$ 70,735	\$ 75,201	\$ 79,123	\$ 81,246
Step 13			\$ 81,694	\$ 83,886
Step 14			\$ 84,349	\$ 86,612
Step 15			\$ 87,091	\$ 89,428
Step 16			\$ 89,922	\$ 92,334
Step 17			\$ 92,844	\$ 95,335
Step 18			\$ 95,861	\$ 98,433
Step 19			\$ 98,977	\$ 101,632
Step 20			\$ 102,194	\$ 104,935
Step 21			\$ 105,514	\$ 108,345
Step 22			\$ 108,944	\$ 111,867
Step 23			\$ 112,484	\$ 115,502
Step 24			\$ 116,140	\$ 119,257
Step 25			\$ 119,915	\$ 123,132
Off Schd 1			\$ 121,431	\$ 124,689
Off Schd 2				\$ 126,541
Off Schd 3	\$ 72,339	\$ 76,908		\$

				128,420
Off Schd 4			\$ 126,609	\$ 130,006
Off Schd 5				
Off Schd 6			\$ 128,173	
Off Schd 7	\$ 72,524			
Off Schd 8				
Off Schd 9		\$ 75,821		

Teacher Salary Schedule for 2022-2023

	[BA]	[BA+18]	[MA]	[MA+18]
Step 1	\$ 50,116	\$ 53,282	\$ 56,060	\$ 57,564
Step 2	\$ 51,745	\$ 55,014	\$ 57,882	\$ 59,435
Step 3	\$ 53,428	\$ 56,801	\$ 59,764	\$ 61,367
Step 4	\$ 55,164	\$ 58,648	\$ 61,705	\$ 63,361
Step 5	\$ 56,957	\$ 60,553	\$ 63,712	\$ 65,421
Step 6	\$ 58,808	\$ 62,521	\$ 65,782	\$ 67,547
Step 7	\$ 60,719	\$ 64,553	\$ 67,920	\$ 69,742
Step 8	\$ 62,693	\$ 66,651	\$ 70,127	\$ 72,009
Step 9	\$ 64,729	\$ 68,817	\$ 72,407	\$ 74,349
Step 10	\$ 66,833	\$ 71,054	\$ 74,759	\$ 76,765
Step 11	\$ 69,006	\$ 73,363	\$ 77,189	\$ 79,260
Step 12	\$ 71,248	\$ 75,748	\$ 79,698	\$ 81,836
Step 13			\$ 82,288	\$ 84,496
Step 14			\$ 84,962	\$ 87,242
Step 15			\$ 87,723	\$ 90,077
Step 16			\$ 90,574	\$ 93,005
Step 17			\$ 93,518	\$ 96,028
Step 18			\$ 96,558	\$ 99,148
Step 19			\$ 99,695	\$ 102,370
Step 20			\$ 102,936	\$ 105,697
Step 21			\$ 106,281	\$ 109,132
Step 22			\$ 109,735	\$ 112,679
Step 23			\$ 113,302	\$ 116,341
Step 24			\$ 116,984	\$ 120,122
Step 25			\$ 120,786	\$ 124,027
Off Schd 1	\$ 72,149			\$ 125,594
Off Schd 2			\$ 123,860	\$ 127,183
Off Schd 3				\$ 129,072
Off Schd 4	\$ 73,786	\$ 78,446		\$

				130,988
				\$
Off Schd 5			\$ 129,141	132,606
Off Schd 6				
Off Schd 7			\$ 130,737	
Off Schd 8	\$ 73,975			
Off Schd 9				
Off Schd 10		\$ 77,337		

Teacher Salary Schedule for 2023-2024

	[BA]	[BA+18]	[MA]	[MA+18]
Step 1	\$50,480	\$53,669	\$56,467	\$58,073
Step 2	\$52,121	\$55,413	\$58,302	\$59,960
Step 3	\$53,815	\$57,215	\$60,197	\$61,812
Step 4	\$55,565	\$59,073	\$62,154	\$63,821
Step 5	\$57,370	\$60,994	\$64,173	\$65,896
Step 6	\$59,235	\$62,976	\$66,260	\$68,037
Step 7	\$61,160	\$65,022	\$68,413	\$70,249
Step 8	\$63,148	\$67,135	\$70,637	\$72,531
Step 9	\$65,200	\$69,317	\$72,932	\$74,889
Step 10	\$67,319	\$71,569	\$75,303	\$77,323
Step 11	\$69,506	\$73,896	\$77,749	\$79,836
Step 12	\$71,766	\$76,297	\$80,277	\$82,430
Step 13			\$82,886	\$85,109
Step 14			\$85,580	\$87,876
Step 15			\$88,360	\$90,732
Step 16			\$91,232	\$93,680
Step 17			\$94,197	\$96,725
Step 18			\$97,259	\$99,869
Step 19			\$100,420	\$103,114
Step 20			\$103,683	\$106,465
Step 21			\$107,053	\$109,925
Step 22			\$110,533	\$113,498
Step 23			\$114,124	\$117,186
Step 24			\$117,834	\$120,995
Step 25			\$121,663	\$124,927
Off Schd 1	\$72,673			\$126,508
Off Schd 2	\$73,592			\$128,106
Off Schd 3			\$126,337	\$129,726
Off Schd 4				\$131,653
Off Schd 5	\$75,262	\$80,015		\$133,608
Off Schd 6			\$131,724	\$135,258
Off Schd 7				
Off Schd 8			\$133,351	
Off Schd 9	\$75,454			
Off Schd 10				
Off Sched 11		\$78,884		

APPENDIX B - SUPPLEMENTAL JOBS/EXTRA DUTIES

SUPPLEMENTAL JOBS CATEGORY	Hourly, Yearly	2021-2022	2022-2023 CPI-U 1.4%	2023-2024 CPI-U 5.0%
SUPERVISION				
After School Games	Hourly	\$30.00	\$30.42	\$31.94
Outdoor Supervision (Before and after school)	Hourly	\$30.00	\$30.42	\$31.94
LTC Duty	Hourly	\$30.00	\$30.42	\$31.94
Lunch/Cafeteria Duty	Hourly	\$30.00	\$30.42	\$31.94
Playground/Recess Duty	Hourly	\$30.00	\$30.42	\$31.94
Responsibility Room	Hourly	\$30.00	\$30.42	\$31.94
BEFORE OR AFTER SCHOOL PROGRAMS				
Enrichment Programs/Clubs	Hourly	\$32.00	\$32.45	\$34.07
Enrichment Coordinator	Per Session	\$1500.00	\$1521.00	\$1597.05
8th Grade Play Director	Yearly	\$4000.00	\$4056.00	\$4258.80
8th Grade Play Co-Director	Yearly	\$2000.00	\$2028.00	\$2129.40
Science Olympiad	Yearly	\$3900.00	\$3954.60	\$4152.33
SPORTS				
Athletic Director	Yearly	\$4000	\$4056.00	\$4258.80
Basketball Coach	Yearly	\$3000	\$3042.00	\$3194.10
Track and Field Coach	Yearly	\$1700	\$1723.80	\$1809.99
Soccer Coach	Yearly	\$2100	\$2129.40	\$2235.87
Volleyball Coach	Yearly	\$2100	\$2129.40	\$2235.87
Field Hockey Coach	Yearly	\$2100	\$2129.40	\$2235.87
Cross Country	Yearly	\$1700	\$1723.80	\$1809.99
Girls on The Run/Girls on Track	Yearly	\$1000	\$1014	\$1064.70
Yearbook	Yearly	\$1500	\$1521	\$1597.05
COMMITTEE WORK				
Committee participant	Hourly	\$45.00	\$45.63	\$47.25
Team Coordinators	Yearly	\$1500	\$1521.00	\$1597.05
SPECIAL ASSIGNMENTS				
Curriculum Leaders	Hourly	\$45.00	\$45.63	\$47.25
Homebound Tutoring	Hourly	\$60.00	\$60.84	\$63.88
Mentor Teacher-Year 1	Yearly	\$2450.00	\$2484.30	\$2608.52
Mentor Teacher Year 2	Yearly	\$1425.00	\$1444.95	\$1517.20
Mentor Coordinator (2 positions)	Yearly	\$1250.00	\$1267.50	\$1330.88
Teacher Presenter	Hourly	\$40.00	\$40.56	\$42.59
Summer School/ESY Teacher	Hourly	\$50.00	\$50.70	\$53.24
Substitute Teacher	Hourly	\$37.50	\$38.03	\$39.93
Moving Classrooms at District Request	Hourly	\$30.00	\$30.42	\$31.94

Teachers are not required to perform extracurricular activities.

No Pay for other activities unless listed above including but not limited to interviews, professional development (unless mandated by district outside of work hours), and parent meetings.

Teachers in the 2021-2022 school year will be paid pursuant to the 2016-2021 Collective Bargaining Agreement. The 2021-2022 column is included in Appendix B for calculation purposes only.

**LETTER OF UNDERSTANDING REGARDING CREATION OF NEW
EXTRA-CURRICULAR ACTIVITIES AND STIPENDS**

When the District creates a new extra-curricular activity, the Superintendent will review the activity to determine the appropriate stipend (hourly or flat rate) for the activity taking into consideration such factors as the skill required, time commitment needed, and the amount of stipends paid for other similar or comparable activities. The Superintendent will notify the Association of the proposed stipend and if the Association has concerns about the rate, it will promptly notify the Superintendent that it desires to meet and confer with them about the rate. The Superintendent will meet and confer with the Association representative(s) about the stipend amount but retains the right to establish the amount of the stipend.

If the District substantially changes the responsibilities of an extra-curricular activity, the Association may contact the Superintendent to meet and confer over the stipend amount. The Superintendent retains the right to establish the amount of the stipend.

IN WITNESS WHEREOF:

FOR THE DISTRICT NO. 38
KENILWORTH EDUCATION
ASSOCIATION

Inela Sidani

Co-President

Anna S. Inerian

Co-President

3/8/22

Date

FOR THE KENILWORTH SCHOOL
DISTRICT NO. 38 BOARD OF
EDUCATION

[Signature]

President

3/8/22

Date

LETTER OF UNDERSTANDING REGARDING COMMUNICATIONS

Board of Education and Kenilworth Education Association Communication

Upon approval/ratification of a new Teacher's Contract, the Kenilworth Education Association (ASSOCIATION) proposes that representation from the Board of Education (BOE) and representatives of the ASSOCIATION continue the practice of meeting on a regular basis a minimum of once a year with an agenda agreed upon in advance by the President of the Board of Education, or his/her designee and the ASSOCIATION Co-Presidents, or their designees. Continuing such a practice will ensure regular and direct communication between the BOE and its Teachers regarding a range of topics. Examples of possible topics may include, but are certainly not limited to, school climate, Strategic Plan, committees, and committee work, etc.

The ASSOCIATION believes that the continuation of such meetings with members of the BOE will enhance open and honest communication between these two sets of critical shareholders in our school community. Such communication will foster an effective and productive relationship, which will result in the continuing improvement of education for our students.

The ASSOCIATION acknowledges that such discussions and meetings as referenced are not negotiations or part of the collective bargaining process unless expressly and jointly so described by the parties or as required by law. The Parties further expressly acknowledge that this Letter of Understanding is non-grievable.

IN WITNESS WHEREOF:

FOR THE DISTRICT NO. 38
KENILWORTH EDUCATION
ASSOCIATION



Co-President



Co-President



Date

FOR THE KENILWORTH SCHOOL
DISTRICT NO. 38 BOARD OF
EDUCATION



President



Date

**MEMORANDUM OF AGREEMENT
TO EXTEND END-OF-CAREER RETIREMENT BENEFITS UNDER
ARTICLE X OF THE 2016-2021 COLLECTIVE BARGAINING AGREEMENT**

1. Teachers who were 55 years of age or older and had ten (10) or more years of continuous full-time employment with the District as of September 1, 2023, will be eligible for the end-of-career retirement benefits at Article X.A of the 2016-2021 Collective Bargaining Agreement during the life of this Collective Bargaining Agreement (2021-2024) under all the same terms and conditions set forth therein.

2. Teachers who as of September 1, 2023, are not both (1) 55 years of age or older and (2) have ten (10) or more years of continuous full-time employment with the District are not eligible for the benefits under this Memorandum of Agreement.

3. Teachers who are eligible for the extended retirement benefits under this Memorandum of Agreement are not eligible for retirement benefits under Article XII of the 2021-2024 Collective Bargaining Agreement. No employee may take retirement benefits under both this Memorandum and under the 2021-2024 Collective Bargaining Agreement.

4. The number of Teachers who may retire in any given year under Article X.A.2.c of the grandfathered retirement program (i.e., two Teachers) will be increased from two (2) teachers to four (4) teachers and are in addition to any other limits on the number of Teachers who may retire under any provision of the 2021-2024 Collective Bargaining Agreement (i.e., an additional two Teachers).

5. For the 2021-2022 school year, teachers eligible to retire under Article X of the grandfathered 2016-2021 Collective Bargaining Agreement may submit their notice of intent to retire from January 1, 2022 through April 1, 2022. For the 2022-2023 and 2023-2024 school years teachers eligible to retire under the grandfathered 2016-2021 Collective Bargaining Agreement are to

submit their notice of intent to retire from January 1 through March 1 of the year immediately before the end-of-career salary increases are to start.

6. No Teacher should anticipate or rely on the terms or benefits of this Memorandum of Agreement to be available after the life of the 2021-2024 Collective Bargaining Agreement.

Tanya Lodi Anne Ineman

For the Association

3/8/22
Date

[Signature]

For the Board of Education

3/8/22
Date