#### PROFESSIONAL NEGOTIATION AGREEMENT

#### BETWEEN

#### THE BOARD OF EDUCATION OF DISTRICT #154

#### MARENGO, ILLINOIS

#### AND

## THE MARENGO EDUCATION ASSOCIATION

This agreement entered into by and between the Board of Education of District #154 Marengo, Illinois, (hereinafter referred to as the School Board), and the Marengo Education Association (hereinafter referred to as the MEA)

#### Effective August 15, 2023 through August 14, 2027

Revision on July 18, 1997 to comply with Office of Civil Rights

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# ARTICLE I – PREAMBLE

The School Board and the MEA recognize that the ultimate aim of public schools is to provide the best education for children and youth in the district. Attainment of this educational objective is a joint responsibility of the School Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open (good faith) exchange of view is desirable and necessary.

Good faith negotiations are defined as the mutual responsibility of the School Board and the MEA to deal with each other openly and fairly and sincerely endeavor to reach agreement on items being negotiated. It does not imply that both parties must agree but an effort to reach mutual understanding and agreement should be the goal of both parties.

# **ARTICLE II – RECOGNITION**

The School Board recognizes the MEA, an affiliate of the Illinois Education Association and hence of the National Education Association as the agent for those teachers and educators holding a valid Illinois State Teachers Certificate and/or Special Teacher Certificate (excluding substitutes) of the District in matters defined as negotiable in Article IV, Paragraph 4.5, below except the following classifications: Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Dean of Students, and supervising stipends.

# ARTICLE III – PRINCIPLES

- 3.1 As evidence of its acceptance of the professional rights and responsibilities of teachers and educators, the MEA has endorsed the Code of Ethics of the Education Profession. (See Exhibit G)
- 3.2 Professional employees shall have the right to form, join, or assist professional employees' organizations and to participate in professional negotiations with the School Board through representatives of their own choosing. Professional employees shall also have the right to refrain from any or all such activities.
- 3.3 The Superintendent is the chief executive officer of the School Board and the person to whom it looks for educational leadership. In this capacity, the Superintendent shall recommend to the School Board a course of action on all matters relating to negotiations.

# **ARTICLE IV – NEGOTIATION PROCEDURES**

4.1 Three representatives designated by the School Board and three representatives designated by the MEA shall constitute a joint negotiating committee. Each member representative group may name one additional member as a substitute. Neither party shall have to notify the other regarding one of the four serving as a replacement representative. No more than three representatives shall be in any one-negotiation session. Each party shall inform the other party 72 hours in advance if they plan to have a professional negotiator represent them at negotiations.

- 4.2 If negotiations are requested by either party on matters specified in Article 4, Paragraph 4.5 below, official written notice must be made on or before April 1st of the year the contract expires to the other party of the agreement of its desires to terminate, end or modify this agreement. Negotiation procedures shall begin with the first meeting being no later than April 20th of the year in which the current agreement expires with negotiating meetings to be held as necessary at times and places agreed upon by both parties.
- 4.3 The MEA and the School Board agree that negotiations, in good faith, can encompass all or some aspects of policy governing the following items:
  - a. Negotiation procedures
  - b. Salaries of all certificated professional employees whose duties have qualified them for or are leading them toward tenure status except the positions excluded in Article II.
  - c. Related economic conditions of employment (fringe benefits)
  - d. Reduction in Force
  - e. Grievance procedure
  - f. Leave of absence
  - g. Teaching load
  - h. Teacher evaluation procedure
  - i. Salaries for listed extra duties
- 4.4 All participants have the right to utilize the services of consultants in the deliberation. All costs of consultants will be paid for by the participants using their services.
- 4.5 a When tentative agreement is reached on all matters being negotiated, a written memorandum of understanding embodying tentative negotiation agreements will be submitted to the MEA membership and the full School Board for ratification.
  - b Such document, if ratified by both parties, will become part of the official minutes of the School Board. When necessary, provisions in the agreement shall be reflected in the individual teacher's contract. The agreement shall not discriminate against any member of the professional teaching staff.
- 4.6 Impasse procedures: If the parties engaged in collective bargaining have not reached an agreement by ninety (90) days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board (IELRB) concerning the status of negotiations.
  - a Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within sixty (60) days of the date of certification of the representative by the IELRB, or in the case of an existing exclusive bargaining representative, within sixty (60) days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a sixty (60) day period, unless a contract is entered into.
  - b If after a reasonable period of negotiation and within forty-five (45) days of the scheduled start of the forthcoming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the IELRB to initiate mediation. Alternatively, the IELRB

on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the IELRB and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.

- c If the parties engaged in collective bargaining fail to reach an agreement within fifteen (15) days of the scheduled start of the forthcoming school year the IELRB shall be notified.
- d The costs of fact-finding and mediation shall be shared equally between the employer and the exclusive bargaining agent.
- e Nothing in this Act prevents an employer and an exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new collective bargaining agreement.

## ARTICLE V – GRIEVANCE PROCEDURE

5.1 Definitions: A grievance is defined as a written complaint by one or more teachers and educators or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement.

All time limits shall consist of days in which the district office is open.

5.2 The parties hereto acknowledge that it is usually most desirable for teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the teacher, a grievance may be processed as follows:

The failure of a teacher to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) to proceed to the next step. Time limits may be extended only by mutual agreement.

5.3 Step 1. Any employee covered by this agreement shall present his/her grievance to the Principal and MEA president within twenty (20) days of the incident that caused the grievance. The Principal will present his/her written answer within ten (10) days of the initial presentation of the grievance. If the employee finds the answer unsatisfactory then the employee may submit the grievance to the MEA grievance committee within ten (10) days of receiving the Principal's answer in order to continue the grievance.

Step 2. Within ten (10) days following the receipt of the written grievance by the grievance committee, the Committee shall meet to settle the issue. The grievance will be answered in writing within ten (10) days of the committee meeting. After receiving the committee's answer,

supportive or unsupportive of the grievance, the employee may proceed the grievance to Step 3. The employee must submit the following in written form: the committee's answer the Principal's answer and the initial grievance to the Principal within ten (10) days of receiving the committee's answer in order to continue the grievance.

Step 3. Within ten (10) days following the receipt of the MEA Grievance committee's answer, the Principal's answer, and the initial grievance, the employee and Principal will meet. If the Principal's answer is unsatisfactory, the employee may submit the grievance to the Superintendent within ten (10) days of the meeting with the Principal.

Step 4. Within ten (10) days following the receipt of the MEA Grievance committee's answer, the Principal's answer, and the initial grievance, the employee and Superintendent will meet. If the Superintendent's answer is unsatisfactory, the employee may submit the grievance to the School Board within ten (10) days of the meeting with the Superintendent. If the employee submits his grievance to the School Board, he/she must notify the Superintendent within three (3) days of the school board meeting of the decision to continue the grievance.

Step 5. The School Board will meet with the employee at the next regular School Board meeting to discuss the grievance. The School Board shall submit their written answer to the employee within ten (10) days after the School Board meeting.

Step 6. If the employee is not satisfied with the disposition of the grievance of Step 5, the MEA Grievance committee may submit the grievance to final, binding arbitration. If a written demand for arbitration is not received by the School Board within thirty (30) days of the date of Step 5 answer, then the grievance shall be deemed withdrawn.

Procedure for designation of the impartial arbitrator shall be as follows:

- (a) The Board of Education and the MEA shall jointly request the Federal Mediation and Conciliation Service to submit the names of five (5) arbitrators.
- (b) The Board of Education shall have the right to strike two names from the list, and the MEA shall strike two names from the list with MEA making the first deletion in the first arbitration case following the effective date of this agreement, and alternately thereafter. The names will be struck from the list one at a time by each party to the arbitration. The remaining shall conduct the arbitration proceedings, which shall commence as soon as possible.
- (c) If after appeal to arbitration the grievance is withdrawn, the grievance shall be considered settled on the basis of the last answer given and shall not be eligible for further appeal.
- (d)
- (e) The decision of the arbitrator in matters over which he/she has jurisdiction shall be final and binding upon the parties.
- (f)
- (g) Each of the parties to the arbitration proceedings shall bear the fees and expenses of its own witnesses, and the fees and expenses of the impartial arbitrator shall be divided equally between the parties.

- 5.4 The employee, at his request may have the grievance committee attend the meeting set forth in Steps 3, 4, and 5 of the grievance procedure. However, the employee must be present at all grievance meetings.
- 5.5 No reprisals shall be taken by the district against any employee because of the employee's participation in a grievance.

## **ARTICLE VI – BOARD OF EDUCATION & MEA RELATIONS**

- 6.1 The School Board shall not refuse reasonable requests for access by Association representatives to work areas of professionals represented by the MEA, provided that no interference with the instructional program would be occasioned by granting of such requests, and provided all visitors obtain permission from the Superintendent before proceeding to their ultimate destination.
- 6.2 The MEA shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. Materials shall not be disseminated through students.
- 6.3 The MEA shall be provided with bulletin board space. Only authorized representatives of the MEA will use bulletin boards for MEA announcements, and all material posted will relate only to the MEA's official business as negotiating agent of the teaching staff.
- 6.4 The MEA or any of its members shall not engage in any activity in violation of Illinois Laws respecting strike, slowdown, or other concerted refusal to render full and complete services in District #154.
- 6.5 This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the School Board and the MEA and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 6.6 If any section, paragraph, sentence, or clause of this agreement is held invalid or unconstitutional by the State of Illinois statutes or the Illinois School Code such decision shall not affect the remaining portion of this agreement or any section or part thereof. The State of Illinois Statutes and the Illinois School Code shall prevail otherwise the parties mutually agree that the terms and conditions set forth in this agreement may be altered, changed, added to, deleted, or modified only through the voluntary consent of both parties by way of an amendment.
- 6.7 Communications with the School Board shall be through the Superintendent or his/her designated representative, and the requests to the MEA shall be made through the Superintendent or his/her designated representative to the President of the MEA or his/her designated representative.

## ARTICLE VII – LEAVE

#### 7.1 Sick Leave

All full-time certified personnel are granted sick leave provisions in the amount of ten (10) days for each of the first five (5) years in this district, fifteen (15) days each year of the next twenty (20) years, and twenty (20) days each year thereafter. This will be prorated for part-time employees equivalent to employees regular working hours of one day. Sick days are to be used for purposes of illnesses or for medical reasons pertaining to the immediate family as well as birth, adoption or placement for adoption. Immediate family shall be inclusive of the following: self, spouse, domestic partner, siblings, spouse's or domestic partner's siblings, children, stepchildren, parents, grandparents and parental in-laws. Sick days may be used for loss of immediate family members to attend or to make arrangements for appropriate services. The unused sick and/or personal days shall accumulate to a maximum of 347 days. In the event of an extended illness, the district may require proof of a current physical exam by a physician of their choice. Domestic partner shall be defined as in Exhibit F - Blue Cross Blue Shield of Illinois definition.

#### 7.2 Catastrophic Sick Bank

The MEA shall manage the sick bank and report all action to the Superintendent to be recorded in each employee's personnel file. The MEA shall be solely responsible for determining which employees may receive sick bank benefits.

At the beginning of each year each bargaining unit member may designate one (1) sick day to be used in a sick bank. The sick bank will be audited annually (more often if necessary) by a representative of the MEA and the results will be reported to the Board of Education for verification of the number of days available. The MEA will defend and indemnify the Board of Education members of the administration in any action brought as a result of the administration of the sick bank.

The sick bank will follow these procedures:

- (a) A member may not use the sick bank during his/her first year of contribution.
- (b) New members must contribute for three (3) years.
- (c) A member may use days from the sick bank only after all of his/her accumulated sick days have been used.
- (d) A member may use two (2) days from the bank for every year of participation in the sick bank with a maximum of twenty-five (25) work days per year.
- (e) A member may then use up to fifteen (15) additional sick bank days with a catastrophic illness or injury, but never to exceed twenty-five (25) in total per year. An individual may never use more than 100 days in total. Any day used under section (e), days will be repaid to the sick bank at a minimum rate of two sick per year.

- (f) Once a member contributes to the sick bank he/she must contribute as required in letter "h" below in order to use the bank. If a member fails to contribute, all personally donated days will be counted as days used by the member and therefore lost, and may not rejoin the sick bank.
- (g) A member leaving the district may not add or withdraw sick bank days or count any of the donated days for retirement credit.
- (h) When the number of days drop below two times the current membership of the sick bank each member will contribute (1) sick day at the beginning of the next school year.
- (i) Part time employee's sick bank member days will be prorated equal to employment status.
- 7.3 Personal Leave

All full-time certified personnel may substitute three (3) days personal leave in lieu of three (3) sick leave. All requests for personal leave shall be made to the Superintendent or his designee.

The decision to grant personal leave shall rest with the Superintendent. All personal leaves must be requested as soon as possible and at least twenty-four hours before the absence is to begin, except in extreme emergencies. Personal days cannot be used the day before or the day after a holiday, scheduled vacation, during the first or last week of school or in conjunction with sick days. This requirement may be waived in extraordinary circumstances (such as graduations, weddings, funerals, and other events outside the control of the employee) at the sole discretion of the Superintendent and the decision may not be grieved. Any waiver granted cannot be used as a precedent and cannot be claimed as establishing a past practice. This will be pro-rated for part-time employees.

### 7.4 MEA Leave

Days off will be granted for elected and designated MEA members to attend Association business meeting. However, not more than five (5) days per year will be granted and no more than one member will be gone from school at any one time. Expenses incurred by the MEA member (including substitute pay) shall be paid by the MEA.

# 7.5 Military Leave

The School Board will follow military leave regulations provided by Federal and State Law.

- 7.6 Maternity/Paternity Leave
- (a) All tenured certified personnel shall be granted a maternity/paternity leave not to exceed one year. When desiring a maternity/paternity leave she/he shall advise the Superintendent of the pregnancy no later than the fourth month of pregnancy or as soon thereafter as practical.
- (b) No salary shall be paid during the maternity/paternity leave nor shall the leave time be counted on the salary schedule or seniority list.

- (c) When granted a maternity/paternity leave hereunder they may continue group insurance benefits by paying each monthly required premium by the 15th day of the previous month for which it covers.
- (d) After the maternity/paternity leave, the employee shall return to a position for which she/he is legally qualified.
- (e) Anything in this article to the contrary notwithstanding, a teacher shall not be entitled to a maternity/paternity leave if she/he has been previously granted a maternity/ paternity leave and has not returned to full-time employment for at least one (1) full school term since the termination of such prior leave.
- (f) The Superintendent and/or Board may waive the above listed time requirements under appropriate circumstances and shall not be precedential with respect to any other maternity/paternity leave.

## ARTICLE VIII – REDUCTION IN FORCE

- 8.1 The MEA shall be consulted about staff reduction in advance of any public announcement when the School Board is considering reducing the number of teachers and educators in the District because of decreased enrollment, lack of funds, or any other reason. An MEA Committee (3) shall meet with the School Board Committee (3), the Superintendent, and the Principal, to discuss the number of teachers and educators not to be employed and the teaching positions to be eliminated. This meeting shall occur not fewer than five (5) working days prior to the board meeting at which the school board acts to reduce staff. The MEA Committee shall submit to the School Board Committee in writing, within ten (10) days, any recommendations or alternatives to the proposed reductions. The final staff reduction decision shall rest with the School Board.
- 8.2 If after Step 1 it is still imminent that the reduction of teacher personnel is the only recourse, written notice shall be given to the teacher by registered mail at least sixty (60) days before the end of the school term together with a statement of honorable dismissal and the reasons therefore. This paragraph only applies to those teachers and educators who would otherwise have been offered a contract.
- 8.3 In all such cases, the school board shall follow the guidelines set forth in SB.7 School Reform Act for staff reductions.
- 8.4 If the School Board within one (1) calendar year thereafter increases the number of teachers and educators or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers and educators so removed or dismissed if they are legally qualified to hold such positions.

# **ARTICLE IX – TEACHER EVALUATION PROCEDURES**

9.1 The Superintendent shall convene a committee comprised of a minimum of five (5) certified teachers and educators selected by the Association and an equal number of representatives selected by the Board to cooperatively re-evaluate the current Evaluation Plan document and recommend

appropriate changes. The committee shall be convened and meet to review the Evaluation plan document commencing every 5<sup>th</sup> year starting in the 2005 fall semester.

9.2 The certified "Evaluation Plan" developed and amended will be used.

# ARTICLE X – PROFESSIONAL GROWTH

- 10.1 At the request of the Superintendent or School Board, certified personnel attending professional seminars, workshops, required courses for instructional improvement of similar undertakings shall be entitled to reimbursement for tuition, fees, necessary materials, travel and housing expenditures. Personnel attending the above mentioned professional improvement programs must make arrangement with the Superintendent.
- 10.2 Certified personnel requesting to attend professional seminars, workshops, or coaching clinics, will make their desires known in writing to the principal as soon as possible. Final approval to attend will be left up to the Superintendent.
  - (a) Approval for coaches shall be determined by the Superintendent.
  - (b) Approvals for certified personnel for seminars or workshops shall be determined by the Superintendent. The number of attending will be at the discretion of the Superintendent.
  - (c) Certified personnel not returning to coaching the forthcoming season shall reimburse the District for all previously reimbursed expenses plus cost of substitute, and department certified personnel electing not to return to the District the forthcoming year shall reimburse the District for seminars/workshop expenses plus cost of substitute during the final year.
  - (d) Reimbursement of Expenses for clinics, seminars/workshops will be as follows:
  - (e) The District will cover the cost of the registration exclusive of member fees.
  - (f) The need for lodging will be determined by the Superintendent, reimbursement shall be based on federal perdiem reimbursement rates per room, however actual expenses will be considered for allowance. Occupancy per room is based upon no more than two adults of the same gender.
  - (g) Meal reimbursement is based upon verifiable receipts with an allowance up to \$15.00 per meal, not to exceed \$40.00 Per Diem.
  - (h) If available, school transportation shall be the first option, absence of availability of school transportation, the Superintendent may approve use of one (1) personal vehicle for expense reimbursement. The District is not responsible for any damages or repairs to the owner's vehicle. The owner will be reimbursed the lesser amount for either the cost of fuel by receipt or mileage at a rate allowable under Federal Internal Revenue Service. Tolls and parking costs, not to exceed \$15.00 per day, will be reimbursed with receipts.
- 10.3 Certified personnel who are working toward a Masters degree and/or above a Masters will receive reimbursement for 6 credit hours of tuition per year with a maximum of one (1) lane movement per year. Reimbursement will be 100 percent of the program tuition cost up to a maximum of \$670 per credit hour within a teacher's instructional area or as approved by the district and will include

one required textbook per course if the book is given to MCHS on completion of the course. The reimbursement will be 50 percent of the program tuition cost up to a maximum of \$335 per credit hour outside a teacher's instructional area or as approved by the district. The Superintendent must be given information, which demonstrates that the individual is following a planned course of study leading to a Masters degree with an ISBE approved professional development provider. Other non-ISBE approved programs may be approved by the Superintendent.

- (a) An employee must complete a minimum of three years of service with the district after receiving reimbursement for coursework. This shall include certified personnel on leave who do not return to a certified position following the termination of the leave.
  - 1. An employee who completes only one year of service after receiving reimbursement for coursework will reimburse the district 100% of the total cost.
  - 2. An employee who completes only two years of service after receiving reimbursement for coursework will reimburse the district 50% of the total cost.
- b) Courses eligible for reimbursement and movement on the salary schedule shall be limited to:
  - i. Courses in a degree program of study in the teachers and educators assigned content area or subject matter.
  - ii. Courses in a degree program of study in their area of professional practice.
  - iii. Courses in a degree program of study in an area of need identified by the district.
  - iv. Courses in a degree program of study that is related to the district's current school improvement plan.
  - v. Courses must be completed with a grade of "B" or better.
  - vi. Courses related to areas of growth noted in the teacher's performance evaluation.
  - vii. Courses related to a newly assigned content or subject area.
  - viii.All course reimbursement is subject to pre-approval by the superintendent.
- 10.4 However, the Superintendent can allow individuals to be reimbursed for hours towards a master's degree outside their field or course work below the masters in areas of responsibility as approved by the Superintendent. A written approval form shall be completed in advance by the employee. To move on the salary schedule, course work must be in a degree program or teaching field unless approved by the Superintendent in advance.
- 10.5 Non-college credit professional growth incentive:
  - (a) Formal education approved by the Superintendent offered at MCHS or any other location beyond the regular school year/day should be considered for advancing on the present salary schedule to Columns B+8, B+16, B+24 if the procedures are followed as stated in 10.3 of the P.N. Agreement. Advancing to the M+8, M+16, M+24, and M+32 should be considered under the same conditions after a master's degree is received.
  - (b) Formal education referred to in (a) above could earn credit on the number of hours the class would meet as follows:

Class hours from 5 to 11 = 0.5 semester credit

Class hours from 12 to 18 = 1.0 semester credit Class hours from 19 to 25 = 1.5 semester credit Class hours from 26 to 32 = 2.0 semester credit Class hours from 33 to 39 = 2.5 semester credit Class hours from 40 to 46 = 3.0 semester credit

- 10.6 It is the employee's responsibility to provide the Superintendent with the proper bills, statements, written approval form, and program charges for the items contained in 10.1.
- 10.7 Educators obtaining or renewing National Board Certification will be allowed two days of professional development leave for work directly related to the completion of the program and reimbursement of fees paid for the National Board Certification program. Upon renewing or receiving a passing score of the certification assessment, the educator receives a stipend of \$1000 and an annual stipend of \$500 for the duration of the master certificate.

# ARTICLE XI – INSURANCE

- 10.8 Each full-time employee will be included in a comprehensive medical, dental, and life group insurance plan. The School Board will pay for 100% of the full-time employee's individual comprehensive medical, dental, and life insurance premiums for the first two years of employment, the district will pay 95% of the premiums thereafter.
- 11.1 Each full-time employee may elect to insure his/her dependents by paying through payroll deductions using the following insurance formula:
  - Employees employed for the 2023-24 school year, who are placed at 1-5 years will pay 25% of the cost of the dependent insurance coverage
  - Employees employed for the 2023-24 school year, who are placed at 6-11 years will pay 35% of the cost of the dependent insurance coverage
  - Employees employed for the 2023-24 school year, who are placed at 12-17 years will pay 45% of the cost of the dependent insurance coverage
  - Employees employed for the 2023-24 school year, who are placed at 18 or more years will pay 50% of the cost of the dependent insurance coverage
  - Employees who are hired for the 2024-25 school year and thereafter will pay 50% of the cost of the dependent insurance coverage

The dependent insurance coverage "cost" is the plan's dependent premium minus the plan's single premium.

Part-time employees working at least 30 hours per week may request to be included in the plan, provided they meet policy requirements. The School Board will pay a percentage equal to the part-time employee's employment for single coverage. The part-time employee will pay the remainder of the premium for single coverage. Part-time employees who elect dependent coverage will pay a percentage of the plan's premium plus the same percentage of the insurance formula based upon time employed. The District will pay the remaining premium cost.

11.3 The School Board and the MEA will agree upon any change such as a change in deductible or coverage to the employee. In no event shall the insurance premium result in the Board being required to pay a penalty or tax to the state or federal government. In the event that a penalty or tax will/would occur due to increasing premium costs then the School Board and the MEA will agree upon a change that avoids the district paying a tax or penalty.

All certified employees will participate in the HSA health insurance plan. Funding of the HSA will be as follows:

Single- \$2,000 Employee and Spouse - \$4,000 Employee and Children- \$4,000 Family - \$4,000

NOTE: New teachers/educators will receive 1/3 of the HSA contribution in September 2023.

- All teachers/educators will receive 2/3 of the HSA contribution in January.
- All teachers will receive 1/3 of the HSA contribution every September thereafter.
- 11.4 Any increase/decrease in insurance premiums for the teachers and educators up to 5% shall continue to be paid per 11.1 and 11.3. If an increase/decrease exceeds 5%, parties agree to reopen all areas of the contract dealing with compensation to find areas of savings in order to offset the additional expense.
- 11.5 Upon retirement from Community High School District #154, a full time employee is eligible to continue the employee's coverage under the existing vision, life, and dental insurance in force at his/her own expense. The employee may also continue dependent coverage, but upon death of the former employee in retirement the spouse must secure dental insurance coverage on an individual basis after Illinois State Law provisions have expired. To be entitled to these benefits the employee must be fifty-five (55) years of age with fifteen (15) consecutive years experience in Community High School District #154 and the retired employee shall pay each months required premium by the 15<sup>th</sup> day of the previous month for which it covers. In the case that a TRS insurance program is unavailable, the retiree may continue or reinstate health insurance coverage under district's plan. The retiree may continue dental and life insurance coverage at his/her own expense. Individuals who retired prior to July 1, 2008 may choose to continue on the districts medical, dental and life insurance coverage.
- 11.6 Upon Marengo Community High School Retirement Program Option (MCHS RPO) and/or early retirement, as set forth in this program, the district will provide a maximum insurance benefit for retirees per eligibility by years of service at MCHS, as listed below, toward medical premium of teacher's health insurance coverage until the teacher reaches age 65 or until eligible for other insurance or Medicare, whichever is sooner for a maximum of five years. Such payments will be made directly to the TRS Insurance programs, or the district's group life-insurance on behalf of the participant. Any additional funding to be paid by the retiree.

15 years = \$1,800 25 years = \$2,100 30 years = \$2,500

- 11.7 At age 65, the teacher may elect to remain in the TRS Health Option at his/her own expense. The teacher must elect or reject insurance coverage in the TRS Health option upon entering the MCHS RPO. Should the retiree elect to terminate the TRS Health option, coverage will not be reinstated at a future date.
- 11.8 The School Board will provide \$25,000 of term life insurance for full-time employees.
- 11.9 The Board of Education will pay for the cost of two annual wellness screenings for each employee. The Board shall select the medical group to provide the screening and shall directly pay the provider.
- 11.10 The Board shall annually reimburse each employee up to ½ of the monthly cost for membership in a fitness facility, third party at-home program, or sessions with a certified trainer provided the employee provides documentation of attendance or participation of an average of twice per week each month. The maximum benefit will be \$30 per month per employee payable in January and June each year.

# ARTICLE XII – PAYROLL

- 12.1 Authorized payroll deductions will be made for MEA, IEA, and NEA dues, approved annuities, insurance, United Way, or other plans or programs jointly negotiated by the MEA and the School Board.
- 12.2 The School Board shall recognize payroll deduction for anyone desiring to join the McHenry County Schools Federal Credit Union. The member shall not make more than one deduction change during a year other than at the beginning of a new individual contract. Dropping the contribution to "0" constitutes a change.
- 12.3 The annual teaching salaries set forth in this Agreement shall be paid in twenty-four (24) installments payable on the monthly dates of the 15th and 30th. Pay dates falling on a weekend will be issued on the workday prior to the weekend. Additional compensation and reimbursements will be paid on the 30th of the month. Annual extra-curricular salaries will be prorated over twenty-four (24) checks. Staff who were employed in a seasonal extra-curricular athletic/activity in FY2022 or FY2023 have the option of being paid at the conclusion of their season OR continue to have their pay prorated over twenty-four (24) paychecks of the same extracurricular athletic/activity. Staff who were employed in a seasonal extra-curricular athletic/activity. Staff who were employed in a seasonal extra-curricular have the option of being paid at the conclusion of their season OR continue to have their pay prorated over twenty-four (24) paychecks of the same extracurricular athletic/activity. Staff who were employed in a seasonal extra-curricular have the option of being paid at the conclusion of their season OR continue to have their pay prorated over twenty-four (24) paychecks. Staff members who opt for end of season pay will continue to be paid in this manner. Staff members who are employed August 1, 2023 or later will be paid at the end of their season. A list of Annual and Seasonal Extra-Curriculars is attached (Exhibit D). Teachers and educators will be paid according to Pay Dates (Exhibit D) which will be agreed upon by the School Board and MEA. Certified personnel must have their checks direct deposited.

## <u>ARTICLE XIII – PROFESSIONAL ASSIGNMENTS:</u> <u>INSTRUCTIONAL/EXTRA-CURRICULAR</u>

13.1 Certified personnel shall work a continuous 7 hour and 45 minute day with the exception of Parent/Teacher Conferences (1:30-8:00 p.m. & 8:00 a.m.-1:00 p.m.) and a Back to School Fall Conference Night (7-9 p.m.). The work day will not start before 7 a.m. (with the exception of zero hour, which will not start before 6:45 a.m.) or end after 4 p.m. The specific hours of the workday for the next school year will be published by April 1<sup>st</sup> each year unless agreed upon by a teacher at a later date who is asked to teach outside the normal school day.

The Superintendent may approve a modified schedule to accommodate conferences, in-service days, teacher institute days, professional development, and early dismissal days, which dates and times shall be set in the regular school calendar. The employment year for all certified teachers and educators shall not exceed 182 days in FY24, 182 days in FY25, 182 days in FY26, and 181 days in FY27. The additional days will be scheduled during the calendar approval process.

The Superintendent will obtain input from the MEA on the development of the school calendar that reflects in addition to attendance days, holidays, designated conference days, in-service, etc., but the final adoption and any amendments or modification to the calendar shall be that of the Board of Education.

- 13.2 Teachers and educators who are assigned to work more than nine months per year are to make a weekly schedule of their work. Said work schedule must be approved by the Superintendent or agent.
- 13.3 Individual teaching assignments and extra duties will be agreed to between the Principal and the Faculty member, but final approval shall rest with the School Board.
- 13.4 Teachers and educators must accept assignments for other extra duty contracts according to the listed stipend. If the teacher desires, the teacher may be released by the administration. If the Principal is unable to find a suitable replacement, the faculty committee, as selected by the MEA, may nominate a teacher for the extra duty work subject to the Principal's approval. However, if neither results in a suitable replacement, the incumbent shall continue in his/her present duties. Certified personnel will not be required to accept more than two activity assignments from Exhibit E, columns "E" through "I" in a school year. A request for a third activity assignment from Exhibit E, columns "E" through "I" within a year shall be made in writing by the certified personnel, and have the final approval of the Superintendent.
- 13.5 A normal teaching load shall be five (5) classes or assignments plus an advisory period and an assignment consisting of a non-instructional duty. Duties shall be supervisory, academic or professional in nature. The non-instructional duty assignment shall not require planning, preparation, or formal assessment of student work. Staff will be given an opportunity to indicate their preference of duty assignments. If the Administration is unable to fill said assignments through a preferential basis, the Administration retains the right to equitably assign such duties. These duty assignments will be rotated when practical within the building. Building Leadership Team members will be released from the duty assignment one day a week. Additional release time may be provided with a request in writing to the Principal. Annually, a committee will meet to

review the Advisory program and recommend changes. The committee will be made up of an equal number of MEA members and administrators.

13.6 Each full time teacher's schedule shall include a preparation period. No teacher will be assigned more than a normal teaching load without his/her approval. A request for a teacher to teach more than a normal load should be made annually in writing by the administration. The teacher who accepts the request to teach an additional class and is offered a duty assignment will be paid proportionally by 1/6 (year), 1/12 (semester), or 1/24 (nine weeks), etc., of the teacher's base pay for the duration of time for actual instruction. The teacher who accepts the request to teach an additional class and is not offered a duty assignment will be paid proportionally by 1/8 (year), 1/16 (semester), or 1/32 (nine weeks), etc., of the teacher's base pay for the duration of time for instruction. The teacher's base pay for the duration of time for instruction. The teacher's base pay for the duration of time for a duty assignment will be paid proportionally by 1/8 (year), 1/16 (semester), or 1/32 (nine weeks), etc., of the teacher's base pay for the duration of time for instruction. The teacher shall respond in writing to the request within five (5) calendar days.

Administration shall consider but not be limited to staff seniority based upon the annual seniority list, staff assignments based on the number of periods taught annually in a department and experience teaching the course which is being offered as an overload. In the event that two or more educators have equal seniority then the decision will be that of the Superintendent.

- 13.7 There will be no need to notify a teacher of his/her teaching assignment unless it is to be changed from the previous year. If it is impossible or highly inconvenient to contact the teacher by ordinary means, the teacher will be sent a certified letter. If the certified letter is returned, the administration is to be held blameless.
- 13.8 Resignations by individuals for extracurricular assignments will be submitted via the district email or in writing to the Athletic/Activity Director no later than one season prior to the start of the extracurricular season.

### **ARTICLE XIV – RETIREMENT OPTIONS**

14.1 MCHS Retirement Policy Option (MCHS – RPO)

Upon the age of 55, all tenured teachers and educators with at least twenty-five years of total teaching experience of which at least the last 15 years shall be continuous at Marengo Community High School will be eligible to apply for the Marengo Community High School Retirement Policy Option (MCHS – RPO).

- 14.2 The MCHS Retirement Policy Option program is in addition to the Illinois State Teacher Retirement System's Early Retirement Plan. Marengo Community High School District #154 will, as required by law, abide by the regulations set forth by the Teacher Retirement System (TRS) and applicable State legislation.
- 14.3 Marengo Community High School will provide the following retirement incentive:
  - a. The Board will grant each teacher, with the last 10 years of continuous service in the district, and with 15-24 years of district service a salary increase of 6% for the last year prior to retirement. Salary will be defined under the current definition of TRS "Creditable Earnings" as of the effective date of this contract. In the event that the "salary" included compensation for

extra duty(s) or overloads, the employee must continue performing these or the equivalent as determined by the Board. The Board will grant each teacher with 25 years of district service, with the last 10 years of continuous in the district, upon retirement notification in writing a salary increase of 6% per year for each of the last two years prior to retirement. In the event that the "salary" included compensation for extra duty(s) or overloads, the employee must continue performing these or the equivalent as determined by the Board. Each individual must have 35 years of TRS service, inclusive of accumulated sick leave days, at the time of retirement, and under the MCHS Retirement Policy Option. This salary increase will apply to staff eligible for retirement under the 2.2 benefit formula at 33 years of TRS service. District service shall not include accumulated sick leave days unless part of the 2.2 benefit formula.

No teacher shall receive a TRS creditable earnings increase in excess of 6% for any school year used to determine final average salary or any creditable earnings increase that requires the Board to pay an additional contribution or penalty to the TRS. If the Illinois General Assembly enhances or increases the TRS or retirement contribution on the part of the Board of Education, parties agree to reopen the contract to negotiate the financial impact of that legislation. In the event enacted legislation is altered or changed we will work in accordance with that legislation.

- b. The teacher must inform the Superintendent and the Board of Education in writing by February 1<sup>st</sup> of the year before the last year of teaching to be eligible for the one year salary enhancement, and by February 1<sup>st</sup> of the first year of the last two years preceding retirement to receive a two year salary enhancement. Any teacher may revoke his/her election to retire only in the case of death or total disability of a member of the immediate family or at the discretion of the Superintendent. All monies paid as a bonus will be repaid through equal monthly installments.
- c. The additional percentage increase upon retirement will be paid as a lump sum amount prior to July 1st. The sum will not be paid until all necessary forms have been completed.
- d. In any year, the Board of Education reserves the right to set a maximum number of teachers and educators eligible, but not lower than twenty percent. If the number of teachers and educators requesting this retirement option in a year exceeds the maximum determined by the Board, then the right to participate will be allocated on the basis of seniority of service in the district.
- e. Any educator that does not complete the full school year will not be eligible for the increase and must reimburse the District for any amounts received. The MEA will work cooperatively with the District and will share costs associated with recovery.
- 14.4 In the event legislation is passed in relation to retirement, the retirement incentive in 14.1 14.4 in its entirety shall be reduced or modified to conform to any legislative limits or constraints. In the event legislation is passed that penalizes the District for such retirement incentives, the retirement language in 14.1 and 14.4 shall be renegotiated. If any legislation is passed that changes TRS employer contributions related to retirement or pensions, the MEA and District mutually agree to reopen the contract to negotiate parts of the contract impacted.
- 14.5 The retiree upon retirement shall no longer be a member of the Marengo Education Association.

## ARTICLE XV – VACANCIES

#### 15.1 Posting of Vacancies

Notification of vacancies covered by this Agreement that the Board intends to fill including extracurricular assignments for which stipends are set forth in this Agreement, shall be sent to the president/designee of the Association and all staff members via the district email. Such notices shall include the position. If the position is going to be filled, all qualified bargaining unit employees who apply for such posted vacancies by the date specified in the posting will be given consideration.

## ARTICLE XVI – SALARIES

- 16.1 Full time certified personnel, when first employed will be placed at such step (Exhibit A) in the appropriate column as the School Board may in its discretion determine.
- 16.2 A single step vertical advancement will be made for each teacher over the previous year's step unless the teacher or educator is already on the highest step in the column. In this case, the teacher or educator will remain at the highest step of that column. Years of service will still be recognized in order to allow for future lane advancement.
- 16.3 No step advancement can ever exceed one step above the previous year's step placement for the teacher.
- 16.4 If a teacher or educator transfers laterally to an advanced educational achievement column, the placement shall be at one step above the teacher's previous year's step. If there is no salary listed in that cell the teacher or educator will receive a salary equivalent to the highest salary in that lane.
- 16.5 Part-time (part of a day and or part of a year) certified personnel will advance on the salary schedules (Exhibit B) according to the placement when they are employed and then one step each time their accumulated part time equals or exceeds one full time equivalent position. Those teachers and educators will advance as in Article 16.1 16.4 above.
- 16.6 A teacher or educator on the B.A. (beginning column) may move to the B.A. plus 8, 16, and 24 semester hours whenever the teacher files an official transcript or request for transcript with the Superintendent from an ISBE approved professional development provider showing the accumulation of 8, 16, or 24 semester hours (in teaching field) above B.A. or when the teacher's accumulated non-college credit as described in section 10.3 of this agreement entitles the teacher to this column. Starting 2019-2020 educational advancement will be limited to one level per year. Example: BA can move to BA+8 but could not move to BA+16 until the following year. Advancements will only be made at the beginning of a school year.
- 16.7 Eligible graduate courses will be counted for advancement on the MA+ column of the salary schedule. Educational advancement will be limited to one level per year. Courses eligible for reimbursement and advancement on the salary schedule after completion of a master's degree will be limited to the same as in Section 10.3.

- 16.8 It is the responsibility of the teacher to request an evaluation for educational advancement. This evaluation shall include a statement of the teacher's accumulated non-college credit as described in Section 10.3 of this agreement. A transcript or a request for transcript of credits must be filed with the Superintendent before September 1<sup>st</sup> each year if the teacher wishes to advance. The Superintendent should be notified by April 1<sup>st</sup> of the teacher's intent for educational advancement. No educational advancement shall be made if the teacher fails to meet the deadline of April 1<sup>st</sup>. If the teacher fails to meet the educational level as stated in the April 1<sup>st</sup> deadline, then the educational advancement will not occur. The MEA may grant an extension due to unforeseen circumstances regarding failure to meet the educational level as stated.
- 16.9 Personnel, when first assigned an extra duty, will be placed at such step in the appropriate column as the School Board may in its discretion determine. Personnel who have had previous experience in the same duty position to which they are reassigned shall be placed in the appropriate column on a step which reflects their experience in the position. An assistant coach accepting a head coach's position in the same sport will receive a vertical advancement of one 1 step for every four 4 years of in district assistant coaching experience. A former head coach accepting an assistant coaching position in the same sport will receive a vertical advancement of four 4 steps of assistant coaching for every one 1 year of in district head coaching experience. At the beginning of each school year, a single vertical advancement will be made for each employee over the previous year's step unless:
  - a. The employee is already on the top step in the column.
  - b. The top step in the column is reduced, resulting in a reduction in step placement for the employee to the new maximum step in the column.
- 16.10 The School Board reserves the right not to advance a teacher in salary and also to withhold any increase, but must notify the teacher with a written statement of reasons. If and when the teacher has eliminated the complaint stated by the School Board, then the teacher must again be advanced.
- 16.11 Compensation for Extra-Duty activities will be calculated using \$47,626 as the base on the Extra Duty Schedule (Exhibit E). Exhibit E shall be in effect for Extra-Duty activities for the duration of the contract.

#### ARTICLE XVII – OTHER SALARY RESOURCES

- 17.1 The administration will attempt to provide substitutes for absent teachers and educators. If this cannot be accomplished, teachers and educators will be asked to teach during their preparation period. The pay per class period will be at a rate of \$4.00 per period above the substitute salary rate divided by one-sixth (1/6). Exceptions will be arranged between the Staff and Administration (i.e. sports events, department or staff meetings).
- 17.2 Teachers and educators will be reimbursed at the hourly rate set by the collective bargaining agreement for professional development, curriculum work or school improvement work outside the regular work day. Teachers requesting compensation for such extra work shall submit a proposal to the principal for consideration. Proposals shall deal with curriculum, the School Improvement Plan and current teaching discipline. Credit may be awarded in lieu of stipend shall be in agreement

with 10.3 (b). A final document demonstrating successful completion of the work shall be submitted to the principal before issuing of the stipend.

17.3 Teachers and educators will be given an annual cost of living bonus in the amount of \$1,500 for any fiscal year that the CPI exceeds 5% between the 2024-2025 through the 2026-2027 school years. CPI is defined as the All Urban Consumer Price Index, as used by the Property Tax Extension Limitation Law for the tax levy. The calculation of the CPI to be used will be the average CPI of the prior calendar year. The cost of living bonus will be independent of the teacher's or educator's salary. It will be paid on the June 30<sup>th</sup> paycheck.

# ARTICLE XVIII – MISCELLANEOUS

- 18.1 The school calendar will be discussed by the MEA committee and the Superintendent, and a recommendation will be made by the Superintendent to the School Board, but the final approval shall rest with the School Board.
- 18.2 A tenured teacher requesting part-time status will make the request in writing to the Superintendent. The teacher will not retain continual contractual service status unless agreed to by the Board and the individual teacher.
- 18.3 The School Board shall provide legal counsel and shall render all necessary assistance to the teacher in his or her defense as a result of action taken by the teacher within the scope of his or her employment.

# ARTICLE XIX – SCHOOL BOARD

19.1 It is recognized and agreed to that that legal responsibility for education is vested in the local School Board and that this responsibility of final decision-making cannot be delegated. The management of the school, including the determination, direction and control of school operations and the working force, is vested to the School Board except as otherwise provided in this agreement.

# **ARTICLE XX – DURATION OF AGREEMENT**

20.1 This agreement shall be effective as of August 15, 2023, and shall continue in effect through August 14, 2027.

This agreement is signed and adopted this \_\_\_\_\_ day of \_\_\_\_\_.

In witness thereof:

For the Marengo Education Association

For the Board of Education District #154

President, Brandon Holton

President, Todd Volkening

Secretary, Kate Wignes

Secretary, Jodie Kanaly

EXHIBIT A – CONTRACT FINANCIAL	DETAIL	
Contract Year	2023-2024	
Summer Rate	\$40.50	
2023-24 Contract Year		
A. HEALTH BENEFIT DIFFERENCE		55,595
B. STEP INCREASE		248,345
C. LANE OVER		50,640
D. SUM OF A+B+C		354,581
NEW DOLLARS OFFERED		354,581
TOTAL DOLLARS		5,188,720
Contract Year	2024-2025	
Summer Rate	\$41.50	
A. HEALTH BENEFIT DIFFERENCE		
B. STEP INCREASE		
C. LANE OVER		
D. SUM OF A+B+C		
NEW DOLLARS OFFERED		237,881
TOTAL DOLLARS		5,426,601
Contract Year	2025-2026	
Summer Rate	\$42.50	
A. HEALTH BENEFIT DIFFERENCE		
B. STEP INCREASE		
C. LANE OVER		
D. SUM OF A+B+C		
NEW DOLLARS OFFERED		232,416
TOTAL DOLLARS		5,659,017
Contract Year	2026-2027	
Summer Rate	\$43.50	
A. HEALTH BENEFIT DIFFERENCE		
B. STEP INCREASE		
C. LANE OVER		
D. SUM OF A+B+C		
NEW DOLLARS OFFERED		256,192
TOTAL DOLLARS		5,915,209

Longevity Increase: Staff who are past cell M+32/20 on the salary schedule will receive an annual \$3,600 increase beginning 2024-25

# Exhibit B – Salary Schedule

## SALARY SCHEDULE FOR 2023-2024 (Exhibit "A") A=BASIC SALARY, B=TEACHER PAID TRS, C=TOTAL COMPENSATION SUMMER INSTRUCTIONAL WORK \$40.50 PER HOUR TRS=9.0%\*

	Year	В	B+8	B+16	B+24	М	M+8	M+16	M+24	M+32
Α		43,340	44,250	45,160	46,070	47,435	48,800	50,165	51,530	52,895
В		4,286	4,376	4,466	4,556	4,691	4,826	4,961	5,096	5,231
С	1	47,626	48,626	49,626	50,626	52,126	53,626	55,126	56,626	58,126
Α		44,796	45,706	46,616	47,617	49,255	50,620	52,076	53,441	54,988
В		4,430	4,520	4,610	4,709	4,871	5,006	5,150	5,285	5,438
С	2	49,226	50,226	51,226	52,326	54,126	55,626	57,226	58,726	60,426
Α		46,252	47,162	48,072	49,164	51,075	52,440	53,987	55,352	57,081
В		4,574	4,664	4,754	4,862	5,051	5,186	5,339	5,474	5,645
С	3	50,826	51,826	52,826	54,026	56,126	57,626	59,326	60,826	62,726
Α		47,708	48,618	49,528	50,711	52,895	54,260	55,898	57,263	59,174
В		4,718	4,808	4,898	5,015	5,231	5,366	5,528	5,663	5,852
С	4	52,426	53,426	54,426	55,726	58,126	59,626	61,426	62,926	65,026
Α		49,164	50,074	50,984	52,258	54,715	56,080	57,809	59,174	61,267
В		4,862	4,952	5,042	5,168	5,411	5,546	5,717	5,852	6,059
С	5	54,026	55,026	56,026	57,426	60,126	61,626	63,526	65,026	67,326
Α		50,620	51,530	52,440	53,805	56,535	57,900	59,720	61,085	63,360
В		5,006	5,096	5,186	5,321	5,591	5,726	5,906	6,041	6,266
С	6	55,626	56,626	57,626	59,126	62,126	63,626	65,626	67,126	69,626
Α		52,076	52 <i>,</i> 986	53,896	55,352	58,355	59,720	61,631	62,996	65,453
В		5,150	5,240	5,330	5,474	5,771	5,906	6,095	6,230	6,473
С	7	57,226	58,226	59,226	60,826	64,126	65,626	67,726	69,226	71,926
Α		53,532	54,442	55,352	56,899	60,175	61,540	63,542	64,907	67,546
В		5,294	5,384	5,474	5,627	5,951	6,086	6,284	6,419	6,680
С	8	58,826	59,826	60,826	62,526	66,126	67,626	69,826	71,326	74,226
Α			55,898	56,808	58,446	61,995	63,360	65,453	66,818	69,639
В			5,528	5,618	5,780	6,131	6,266	6,473	6,608	6,887
С	9		61,426	62,426	64,226	68,126	69,626	71,926	73,426	76,526
Α			57,354	58,264	59,993	63,815	65,180	67,364	68,729	71,732
В			5,672	5,762	5,933	6,311	6,446	6,662	6,797	7,094
С	10		63,026	64,026	65,926	70,126	71,626	74,026	75,526	78,826
Α				59,720	61,540	65,635	67,000	69,275	70,640	73,825
В				5,906	6,086	6,491	6,626	6,851	6,986	7,301
С	11			65,626	67,626	72,126	73,626	76,126	77,626	81,126
Α				61,176	63,087	67,455	68,820	71,186	72,551	75,918
В				6,050	6,239	6,671	6,806	7,040	7,175	7,508
С	12			67,226	69,326	74,126	75,626	78,226	79,726	83,426
Α					64,634	69,275	70,640	73,097	74,462	78,011

В			6,392	6,851	6,986	7,229	7,364	7,715
С	13		71,026	76,126	77,626	80,326	81,826	85,726
Α			66,181	71,095	72,460	75,008	76,373	80,104
В			6,545	7,031	7,166	7,418	7,553	7,922
С	14		72,726	78,126	79,626	82,426	83,926	88,026
Α				72,915	74,280	76,919	78,284	82,197
В				7,211	7,346	7,607	7,742	8,129
С	15			80,126	81,626	84,526	86,026	90,326
Α				74,735	76,100	78,830	80,195	84,290
В				7,391	7,526	7,796	7,931	8,336
С	16			82,126	83,626	86,626	88,126	92,626
Α					77,920	80,741	82,106	86,383
В					7,706	7,985	8,120	8,543
С	17				85,626	88,726	90,226	94,926
Α						82,652	84,017	88,476
В						8,174	8,309	8,750
С	18					90,826	92,326	97,226
Α							85,928	90,569
В							8,498	8,957
С	19						94,426	99,526
Α								92,662
В								9,164
С	20							101,826

Abbreviation

**Schedule Placement** 

Extra Duty positions are available only upon student participation (ex. 3 tennis players does not warrant two coaches).

Athletic DirectorADJHead Boys BaseballHB-BaseHAssistant Boys BaseballAB-BaseFHead Boys BasketballHB-BBIAssistant Boys BasketballAB-BBGHead Girls BasketballHG-BBIAssistant Girls BasketballAG-BBGHead Girls BasketballAG-BBGHead Girls BasketballHB-BowlFHead Girls BowlingHG-BowlFHead Girls BowlingHG-BowlFHead Fall CheerleadingA-Fall CheerDHead Fall CheerleadingH-WCheerFAssistant Fall CheerleadingA-WCheerFAssistant Vinter CheerleadingA-WCheerFHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfFHead Girls GolfHG-GolfF
Assistant Boys BaseballAB-BaseFHead Boys BasketballHB-BBIAssistant Boys BasketballAB-BBGHead Girls BasketballHG-BBIAssistant Girls BasketballAG-BBGHead Boys BowlingHB-BowlFHead Girls BowlingHG-BowlFHead Girls BowlingHG-BowlFHead Girls BowlingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingA-Fall CheerDHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Boys BasketballHB-BBIAssistant Boys BasketballAB-BBGHead Girls BasketballHG-BBIAssistant Girls BasketballAG-BBGHead Boys BowlingHB-BowlFHead Girls BowlingHG-BowlFHead Girls BowlingHG-BowlFHead Fall CheerleadingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
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Head Girls BasketballHG-BBIAssistant Girls BasketballAG-BBGHead Boys BowlingHB-BowlFHead Girls BowlingHG-BowlFHead Fall CheerleadingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Girls GolfHG-GolfF
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Head Boys BowlingHB-BowlFHead Girls BowlingHG-BowlFHead Fall CheerleadingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Girls BowlingHG-BowlFHead Fall CheerleadingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Girls GolfHG-GolfF
Head Fall CheerleadingH-Fall CheerEAssistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Girls GolfHG-GolfF
Assistant Fall CheerleadingA-Fall CheerDHead Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Winter CheerleadingH-WCheerFAssistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Assistant Winter CheerleadingA-WCheerEHead Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Cross CountryH-CrCoFAssistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Assistant Cross CountryA-CrCoEHead Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Boys FootballHB-FBIAssistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Assistant Boys FootballAB-FBGHead Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Boys GolfHB-GolfFHead Girls GolfHG-GolfF
Head Girls Golf HG-Golf F
Domo Domo
Poms Poms E
Head Boys Soccer HB-Soc H
Assistant Boys Soccer AB-Soc F
Head Girls Soccer HG-Soc H
Assistant Girls Soccer AG-Soc F
Head Girls Softball HG-SB H
Assistant Girls Softball AG-SB F
Head Boys Tennis HB-Ten F
Assistant Boys Tennis AB-Ten E
Head Girls Tennis HG-Ten F
Assistant Girls Tennis AG-Ten E
Head Boys Track HB-Track H
Assistant Boys Track AB-Track F
Head Girls Track HG-Track H
Assistant Girls Track AG-Track F
Head Boys Indoor TrackHB-Ind TrackC
Head Girls Indoor TrackHG-Ind TrackC
Head Girls Volleyball HG-VB I

Assistant Girls Volleyball	AG-VB	G
Weight Room	Weight Rm	B
Head Boys Wrestling	HB-Wres	I
Assistant Boys Wrestling	AB-Wres	G
eSports Fall	H-F eSport	E
eSports Spring	H-S eSport	E
Activities Accompanist Head Scholastic Bowl Assistant Scholastic Bowl American Field Service Band Activity Math Team Coach Chess Coach Choreographer Color Guard Costume Director Freshman Class Sponsor Sophomore Class Sponsor Junior Class Sponsor Senior Class Sponsor Division Chair Freshman Mentor FFA Organization HOSA Marching Band Tech Brass Marching Band Tech Brass Marching Band Tech Woodwinds Musical - Vocal National Honor Society Percussion Instructor Pit Band PRIDE Reading Club School Improvement Plan Skills USA Student Council Tabletop Technical Director	Accompanist H-SchBwl A-SchBwl AFS Band Act Math Team Chess Chore Color Guard Costume Fr. Cl So. Cl Jr. Cl Sr. Cl Div. Chair Fr Mentor FFA HOSA MTech Brass MTech Brass MTech WW Musical Vcl NHS Percussion Pit Band PRIDE Reading SIP Skills USA StCoun Tabletop Tech Dir	DDBBIACBEABBBCEICBBBCEBEFF
Winterguard	Wguard	F
ACES Team Coach	Aces	B
Yearbook Advisor	Yearbook	D

# Exhibit D – Seasonal and Annual Extra Duty Designations

SEASON	ACTIVITY	ANNUAL
Fall	Football	Athletic Director
Fall	Cheerleading - Football	Student Council
Fall	Boys Soccer	FFA
Fall	Volleyball	HOSA
Fall	Girls Tennis	Yearbook
Fall	Boys Golf	AFS
Fall	Girls Golf	National Honor Society
Fall	Cross Country	Reading Club
Fall	ESports	PRIDE
Winter	Boys Basketball	SkillsUSA
Winter	Girls Basketball	Freshman Mentoring
Winter	Wrestling	Tabletop
Winter	Cheerleading - Basketball	Accompanist
Winter	Girls Bowling	Division Chairs
Winter	Boys Bowling	English
Spring	Softball	Math
Spring	Girls Soccer	Science
Spring	Baseball	Social Studies
Spring	Girls Track	PE/Driv Ed/Health
Spring	Boys Track	CTE
Spring	Boys Tennis	Guidance
Spring	ESports	Special Ed
Non-IHSA Sport	Indoor Track	Foreign Language/Fine Arts
Fall	Marching Band	Class Sponsors
Fall	Marching Band Tech - Brass	Freshman
Fall	Marching Band Tech -Woodwinds	Sophomore
Fall	Percussion Instructor	Junior
August-March	Colorguard/Winterguard	Senior
August-November	Drama Director Fall	
Jan-March	Drama Director Spring	
August-November	Assistant Director Fall	
Jan-March	Assistant Director Spring	
Jan-March	Music Vocals	
Jan-March	Pit Band	
Jan-March	Choreographer	
Jan-March	Costumer	
January-February	Math Team	
Aug-Oct	Marching Band	
January-May	ACES	
January-March	Scholastic Bowl	
Oct-Feb	Chess Club	
Summer	Weight Room	
Fall	Weight Room	
Winter	Weight Room	
Spring	Weight Room	

		A-SchBwl								
		Chore Tabletop	Chess Div. Chair HOSA NHS Skills USA	H-SchBwl A-Fall Cheer		H-WCheer Drama Dir	AB-BB AG-BB AB-Wres	HB-Base HG-SB HB-Track HG-Track	HB-BB HG-BB HB-Wres HG-VB HB-FB	
C	Costume	MTech Brass	HB-Ind Track	Yearbook	Percussion	Theatre Dir	AB-FB	HB-Soc	FFA	
Step N	Math Team	MTech WW	HG-Ind Track	Accompanist	eSports	Winterguard	AG-VB	HG-Soc	Band Act	AD
	A-1.5%	B-2.5%	C-4.5%	D-5%	E-7.5%	F-10%	G-11%	H-13%	I-16%	J-35%
1	650.09									15,168.88
	64.30	•								1,500.22
	714.39									16,669.10
2	666.35									15,548.10
_	65.90									1,537.72
	732.25	1,220.42								17,085.83
3	682.60									15,927.33
5	67.51	112.52								1,575.23
	750.11	1,250.18								17,502.56
4	715.10									16,685.77
	70.72	117.87								1,650.24
	785.83	1,309.72								18,336.01
5	747.61	1,246.02								17,444.21
5	73.94	123.23						640.81		1,725.25
	821.55									19,169.47
		1,369.25								
6	763.86	1,273.10			3,819.31					17,823.44
	75.55	125.91	226.64					654.74		1,762.76
-	839.41	1,399.01	2,518.22					7,274.87		19,586.19
7	780.11	1,300.19	2,340.34					6,760.99		18,202.66
	77.15									1,800.26
	857.27	1,428.78								20,002.92
8	812.62	1,354.36	2,437.86							18,961.10
	80.37	133.95								1,875.27
	892.99	1,488.31								20,836.38
9	828.87	1,381.45		,				,		19,340.32
	81.98						601.16	710.46		1,912.78
	910.85		2,732.54		4,554.24		6,679.55	7,894.01	9,715.70	21,253.10
10	845.12		2,535.37					7,324.40		19,719.55
	83.58		250.75		417.92			724.39		1,950.28
	928.71	1,547.85			4,643.54			8,048.79		21,669.83
11	861.38		2,584.13		4,306.88			7,465.26		20,098.77
	85.19	141.99	255.57		425.96			738.32		1,987.79
	946.57	1,577.61	2,839.70		4,732.83			8,203.58		22,086.56
12	893.88		2,681.64		4,469.40		6,555.12	7,746.96		20,857.21
	88.41	147.34	265.22		442.03			766.18		2,062.80
	982.29	1,637.14			4,911.43			8,513.15		22,920.01
13	910.13		2,730.40		4,550.66	· ·	· ·	7,887.82		21,236.43
	90.01	150.02	270.04		450.07		660.10	780.11		2,100.31
	1,000.15	1,666.91	3,000.44	3,333.82	5,000.73	6,667.64	7,334.40	8,667.93	10,668.22	23,336.74

# Exhibit E – Extra Duty Schedule 2023-2027 and Compensation for Extended Season

## Exhibit E – Extra Duty Schedule 2023-2027 and Compensation for Extended Season

If an activity or sport participates in the IHSA state tournament, the coach/sponsor(s) will receive a pro-rated stipend for each week their sport or activity advances beyond the automatic participation round. The full stipend received will be divided by the length of the season in weeks (first official practice and the final regular season practice/game prior to the start of the IHSA tournament/playoff week) and then multiplied by the number of weeks the season is extended by advancing in the state tournament series or playoffs. **Only the head coach and assigned assistant varsity coaches who have coached a specific team the entire season that advances will receive the stipend. Sports with an Assistant Varsity Coach are as follows: Football- 3, Basketball- 1; Wrestling-1, Softball- 1, Baseball- 1. The Head Coach would have the discretion to pool the money and to use it at their discretion with prior approval from the superintendent.** 

Ex. Sport X- If Sport X has no automatic qualification for the IHSA state tournament series and qualifies for it then the head coach and each varsity assistant would receive an additional stipend equal to  $1/11^{\text{th}}$  of their stipend for each week they play in the state tournament series. Ex.) Lane I, Yr 9 – stipend \$7,620.16/11=\$692.74/wk

Ex. Sport Y- If Sport Y has an automatic entry into the IHSA state tournament series at the regional level, then each week beyond the regional level that the team participates, the head coach and their varsity assistant would receive a stipend equal to  $1/15^{\text{th}}$  of their full stipend. Ex,) Lane G, Yr. 1 - \$5,238.86/15 = \$349.26

Ex. Sport Z- If Sport Z gets an automatic qualification directly into the sectional round of the State Tournament then no coach would receive a stipend unless the entire team or individuals who they directly coach advanced to the state finals.

Ex. Activity X - If an activity automatically qualifies to participate in the State Finals, no stipend would be received for an extended season.

# <u>Exhibit F</u>

# Marengo Community High School Dist. 154 Pay Dates 2023 - 2024

MONTH	1st PAY DATE	2nd PAY DATE
July	14th	28th
August	15th	30th
September	15th	29th
October	13th	30th
November	15th	30th
December	15th	29th
January	12th	30th
February	15th	29th
March	15th	29th
April	15th	30th
May	15th	30th
June	14th	28th

#### Exhibit G - Code of Ethics of the Education Profession

#### Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

# **Principle I**

#### **Commitment to the Student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator--

- 1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
- 2. Shall not unreasonably deny the student's access to varying points of view.
- 3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
- 4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- 5. Shall not intentionally expose the student to embarrassment or disparagement.
- 6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly-
  - a. Exclude any student from participation in any program
  - b. Deny benefits to any student
  - c. Grant any advantage to any student
- 7. Shall not use professional relationships with students for private advantage.
- 8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

# **Principle II**

#### **Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

- 1. Shall not misrepresent his/her professional qualifications.
- 2. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
- 3. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- 4. Shall not assist a noneducator in the unauthorized practice of teaching.
- 5. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- 6. Shall not knowingly make false or malicious statements about a colleague.
- 7. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Adopted by the NEA 1975 Representative Assembly



# **Exhibit H - Domestic Partnership BCBS**

Affidavit of Domestic Partnership DECLARATION We certify that

\_\_\_\_\_ is a Domestic Partner of

\_\_\_\_\_\_ in accordance with the following eligibility criteria. We certify we met the following eligibility criteria for establishing Domestic Partnership as of \_\_\_\_\_\_. 1. We have lived together for at least six months. 2. We are not married to

anyone else nor have another Domestic Partner. 3. We are at least 18 years of age and mentally competent to consent to contract. 4. We reside together in the same residence and intend to do so indefinitely. 5. We have an exclusive mutual commitment similar to that of marriage. 6. We are jointly responsible for each other's common welfare and share financial obligations. We can provide all or some of the types of documentation indicated below if requested. • Domestic Partner Affidavit • Joint mortgage or lease • Designation of Domestic Partner as beneficiary for life insurance and retirement contract • Designation of Domestic Partner as primary beneficiary in employee's or insured's will. • Durable property and health care powers of attorney. • Joint ownership of motor vehicle, joint checking account or joint credit account. CHANGE IN DOMESTIC PARTNERSHIP We agree to notify the Group within thirty (30) days of any change in Domestic Partnership status which would make the Domestic Partner no longer eligible for benefits (e.g., a change in joint residency,) by filing a Statement of Termination of Domestic Partnership. The Statement of Termination shall affirm that the Domestic Partnership status is terminated as of the date of execution specified therein and that a copy has been mailed to the other party by the party authorizing the action. Upon termination of this Affidavit of Domestic Partnership (evidenced by a Statement of Termination of the Partnership signed by the Insured), I agree that another Affidavit of Domestic Partnership cannot be filed for a minimum of six months. ACKNOWLEDGEMENTS 1. We have provided this information in this Affidavit for the sole purpose of determining our eligibility for Domestic Partnership benefits. 2. We further understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the Employee/Insured to disciplinary action. Employee Signature Date Employee Social Security number Employee and Domestic Partner Home Address Domestic Partner Signature Date On this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, before me personally \_\_\_\_\_, to me known to be the individual described came as "Employee/Insured and the individual described as Domestic Partner in the above document entitled "AFFIDAVIT OF DOMESTIC PARTNERSHIP" and who executed same as a free and voluntary act for the uses and purposes stated herein. Notary Public My Commission Expires Please provide the original to BCBSIL along with your application. Retain a copy for your records. 20551.0105 A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association