

Professional Agreement

Between

Oregon Education Association

And

Oregon Board of Education

2021-2023

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**PROFESSIONAL AGREEMENT
BETWEEN
OREGON EDUCATION ASSOCIATION
AND
OREGON BOARD OF EDUCATION
2021 - 2023**

I. PREAMBLE

The Oregon Community Unit School District #220 Board of Education and the Oregon Education Association recognize that they have a common interest and responsibility to provide the highest quality education possible and declare their mutual intent to cooperatively work toward the attainment of this common goal.

The Board shall provide a safe teaching environment for all teachers in District #220 as set forth by the Illinois School Code.

It is understood that the following terms of this professional agreement be implemented in good faith by the Board of Education, administration, and faculty of the Oregon Community Unit School District #220.

It is with dedication to meet these ends that the Oregon Community Unit School District #220 Board of Education and the Oregon Education Association enter into the following agreements.

II. DEFINITIONS

The term **teacher** for the purpose of this document means classroom teacher and other certificated personnel on the salary schedule and represented by the Association.

A **full-time teacher** is defined as a teacher who is responsible for a normal teaching load based on their teaching assignment.

Part-time: All other teaching assignments excluding job share shall be considered part-time and all salary, seniority, and benefits shall be pro-rated based on the above definition of full-time (i.e.: 50% teaching assignment will result in 50% of board contribution being paid for health, dental, and life benefits, 50% sick days, personal leave days, and 50% of a year toward seniority and salary placement. For example, if the **Board contribution** were \$300 per month for a full time teacher, a 50% teacher would only receive \$150 of **Board contribution** per month; the remaining premium is the individual's responsibility.)

Retired Teachers: A retired teacher hired by the district receives prorated benefits under this contract, excluding TRS contributions. A retired teacher would not acquire tenure nor accumulate seniority. The intent is not to hire retired teachers for the purpose of replacing full-time positions.

The term **Association** shall mean the Oregon Education Association.

The Term **Board** shall mean the Oregon Community Unit School District #220 Board of Education.

For the purposes of this Agreement, **days** shall mean teacher attendance days except for the following:

1. during the Summer recess when it shall mean days on which the District business office shall be open, and
2. when in a particular article or clause days is specifically defined for the purposes of that article or clause.

III. RECOGNITION

The Board will recognize the Association as exclusive negotiator for the teaching staff. The Association will recognize a committee selected by the Board as exclusive negotiators for the Board.

The Association will not negotiate for the superintendent, principals, or any administrative duties.

IV. GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the most immediate administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.

Definitions

1. Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or misapplication of any written policy of the Board which affects teacher working conditions shall be a grievance.
2. The Association and faculty shall elect a grievance committee composed of not more than six members.
3. All time limits consist of teacher attendance days, except that when a grievance is submitted less than ten (10) days before the closing of the current school term, time limits shall consist of all weekdays.
4. There will be a twenty (20) day time limit in initiating a grievance from date of general knowledge of when the alleged violation occurred.
5. Only one subject matter shall be covered in any one grievance. The written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident or violation took place and the specific section or sections of the agreement involved.

First Level

A teacher with a grievance will first discuss it directly with the principal with the objective of resolving the matter informally. Both the principal and teacher involved have the right to be accompanied by another certificated employee of District #220.

Second Level

The teacher or the Association may present a grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the aggrieved teacher, and the immediately involved supervisor and a certificated employee of his choice shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Association within five (5) days after the meeting. This answer shall include the reasons for the decision.

If the Association and the Board or its designees agree, either or both of the first two levels of the grievance procedure may be bypassed and the grievance brought directly to the next level.

Third Level

If the grievance is not resolved at Level #2, the teacher or the Association shall refer the grievance to the Superintendent or his official assignee within ten (10) days after the receipt of the Level #2 answer or within ten (10) days after the Level #2 meeting, whichever is later. The Superintendent shall arrange for a meeting with the teacher or the representatives of the Association's Grievance Committee to take place within five (5) days after the receipt of the appeals.

Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to consult with the Board and to provide his written decision with the reasons to the Association.

Fourth Level

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level #3, the Association may, within twenty (20) days after the meeting with the Superintendent, request in writing, arbitration. The arbitrator will be contacted through the American Arbitration Association within twenty (20) days. In the event that the AAA cannot provide the arbitrator, the selection of an arbitrator shall be made by mutual agreement of the Board of Education and the O.E.A.

All understandings and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party, and made part of this agreement.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator not previously disclosed to the other party.
2. The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him or her. In the event the arbitrator finds a violation of the terms of this Agreement, he or she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the agreement. The arbitrator shall submit in writing his or her decision within twenty (20) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the

express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

3. Expedited rules of arbitration will be followed.
4. Each party shall bear full costs for its representation in the arbitration. The cost of the arbitrator and any associated costs shall be divided equally between the parties.

V. SUBSTITUTES

Administrators will make a concerted effort to obtain substitutes for absent teachers. A teacher may decline to substitute if he or she desires. Any teacher who accepts a class which is in addition to their regular specifically assigned duties shall be compensated at the rate of \$20.00 per class period, to be paid at the end of each semester.

When absences are caused by a teacher's request for personal leave of not more than two (2) assigned teaching hours, the teacher will arrange to have the students under the supervision of a certificated teacher during his absence at no cost to the District or to the teacher. In the case of an early departure of not more than one hour for coaching responsibilities, the coach will arrange to have his students under the supervision of a certificated teacher during his absence at no cost to the District or to the teacher. The Administration will be informed in advance as to whom the substitute will be.

VI. LEAVES

1. Sick Leave

- A. **Option A. (Available only to teachers who began employment with the District prior to August 1, 2004 (subject to the limitation set forth in paragraph 1.C.)** Teachers employed prior to August 1, 2004, shall have the option at the beginning of each school year of choosing to receive annual sick leave pursuant to this paragraph 1.A. or paragraph 1.B. below. However, if a teacher chooses the sick leave benefits in paragraph 1.B., that choice shall be irrevocable. Teachers under this paragraph shall receive an annual grant of ten (10) sick days per school year until they accumulate 180 days of sick leave. Teachers that have accumulated at least 180 but less than 300 sick leave days shall be granted fourteen (14) days of sick leave per school year. Teachers that have accumulated 300 or more sick leave days shall be granted sixteen (16) days of sick leave per school year. If a teacher's sick leave accumulation drops below 180 days, then that teacher shall have his/her sick leave reduced from fourteen (14) to twelve (12) days per school year until such time that the teacher has again accumulated at least 180 days. If a teacher's sick leave accumulation drops below 300 days, but is at least 180 days, then that teacher shall have his/her sick leave reduced from sixteen (16) to fourteen (14) days per school year until such time that the teacher has again accumulated at least 300 days. If any teacher or employee does not use the full amount of annual leave allowed, the unused amount shall accumulate at full pay, including the leave of the current year. Days of leave accumulation shall be unlimited.

Option B. Each full-time teacher will be entitled to twelve (12) sick leave days per school year without loss of pay. Unused sick leave days may be accumulated to a

maximum of 340 days. However, teachers with 340 days of accumulated sick leave will also be entitled to the annual twelve (12) days sick leave for the current school year (340-352). In addition, subject to the eligibility criteria set forth in this paragraph, teachers using six (6) or fewer sick leave days during one school year will receive a matching amount of the resulting unused balance of the annual allotment of sick leave days added to their cumulative total at the end of the school year. For example, if a teacher uses five (5) days of sick leave during one school year and he/she has seven (7) days of sick leave remaining from the twelve (12) granted at the beginning of the year, seven (7) days will be added to the teacher's cumulative total at the close of the school year.

Retirement Track. Teachers who have elected to receive the retirement benefits set forth in Article XVIII of this Agreement, are not eligible for either Option A or Option B but shall instead, receive a normal annual allotment of sick leave in the amount of twelve (12) sick leave days.

- B. **Use of Sick Days:** 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. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians

After an absence of three (3) consecutive days, for illness, the Board may require a physician's certificate. If the treatment is by prayer or spiritual means, the certificate of the spiritual advisor or practitioner of the person's faith may be required.

- C. **Board Will Match Sick Leave Days:** For teachers employed before August 1, 2004, and beginning with a teacher's fifth year of employment with this district, the Board of Education will grant that teacher additional sick leave equal to the number of days of his /her accumulated sick leave; e.g., if the teacher has accumulated 30 days of sick leave, the Board will grant that teacher an additional 30 days of sick leave, thus allowing said teacher a total of 60 days of sick leave.

Each year thereafter, the Board will allow the same matching benefit for unused sick leave; i.e., if in the fifth year of employment the teacher uses only five (5) days of his/her sick leave, leaving five (5) days of unused leave for that year, the Board will match said five (5) days with an additional five (5) days. Thus, the illustrated teacher would have a total of seventy (70) days of accumulated sick leave at the conclusion of the fifth year of employment. Unused sick days from a given calendar year are matched one to one only when the total number of sick days is less than 180 days. This provision ends whenever 180 days are accumulated or if a teacher has exercised XVIII. RETIREMENT (**strike all ERO**)

- D. **Accumulated Days Reported to Staff:** At the beginning of each school year a Sick Leave Form will be distributed to all teachers stating the total amount of unused sick leave accumulated to that year.

- E. **Sick Leave for Disability Related to Pregnancy/Delivery:** A teacher may use sick leave during any period of disability related to pregnancy and or delivery. The use of sick leave shall begin and end on the dates designated by the teacher's physician. The normal period of compensable disability shall be forty (40) school days, and medical evidence of further disability shall be required for additional sick leave to be used.

Sick Leave Bank

1. The sick leave bank was established by a one-time contribution from the Board of Education of 150 days and a contribution from the teachers of 150 days. Sick leave bank days shall accumulate from year to year.
2. Participation in the sick leave bank shall mean that the member has completed, or is in the process of completing, the following donation of sick days to the bank without interruption; In the first year of participation, the teacher will donate two (2) sick days to the sick leave bank In the second year of participation, the teacher will donate one (1) sick days to the sick leave bank In the third year of participation, the teacher will donate one (1) sick days to the sick leave bank
3. All requests to use the sick leave bank must be accompanied by a physician's statement that includes the beginning date of the condition, a description of the illness or injury, an estimated number of sick days needed and a prognosis for recovery.
4. Sick Bank Leave Days Available for use. Any participating teacher who has exhausted his/her accumulated paid sick leave shall be eligible to draw upon this bank for such additional leave.

Year of participation in sick leave bank	Number of sick days a member must donate	Number of sick leave bank members are eligible to access*
1	2	30
2	1	35
3	1	40
4		45
5		50
6		60
7		65
8		70
9+		75

*** Participating teachers are eligible for a cumulative life-time limit of 75 total sick bank leave days**

5. Each participating member of the sick leave bank is eligible for a life-time maximum benefit of 75 total days of sick leave from the bank.

Example:

In year 2 of participation in the sick leave bank, Teacher A requests and is granted 25 additional days of sick leave from the bank. In year 10 of participation in the sick leave bank, the teacher makes a request of 52 days of sick leave from the sick leave bank. Teacher A, would only be eligible for 50 days of sick leave from the sick leave bank because Teacher A had previously accessed 25 days of leave.

Total life-time maximum benefit of sick leave bank days	= 75
Year 2 sick leave bank usage	= <u>25 days</u>
Remaining sick leave bank days Teacher A is eligible to access	= 50 days

6. When all of the days contributed to the bank have been used, the benefits of the bank shall no longer be available. Priority for use of sick leave bank days will be on the basis of first come, first served.
7. If a teacher is disabled and commences to draw benefits under the state retirement system, he/she will cease to draw benefits from the sick leave bank.
8. All eligible teachers must declare intent to contribute within ten (10) days after the beginning of each school year.
9. Days drawn from the sick leave bank may be used by that teacher only for personal illness of that teacher.

Teachers may submit a written request to the Superintendent seeking the use of sick bank leave days for parties described under section VI. LEAVES, 1 Sick Leave, B. Use of Sick Days. The Board, at their discretion, may grant a non-precedential allowance for the use of sick bank days requested.

10. Sick leave bank days may not be used for maternity/paternity leave. For information regarding maternity/paternity leave see VI. LEAVES, 2 Maternity/Paternity /Adoption Leave
11. A committee shall be established to act as the governing body for the administration of the sick leave bank. Its powers shall include:
 - a. Approval or denial of use of sick leave bank days,
 - b. Setting rules for additional contributions of days by teachers to the bank,

The committee shall consist of two (2) teachers named by the association, and two (2) administrators named by the Board. The committee shall develop rules of procedure for administration of the sick leave bank.

2. Maternity/Adoption Leave

A. **Tenured Teachers:**

Tenured teachers on the instructional staff will be granted a maternity/adoption leave without pay or benefits other than those specified herein, in connection with the birth or adoption of the teacher's child, on the following conditions:

- 1) **Adoption:** If the leave requested is for an adoption it must be for a child not already residing with the requesting teacher.
- 2) **Deadlines for written requests:** Written request for the leave shall be made at least thirty (30) days prior to commencement of the leave, and shall specify the beginning and ending dates of the leave; provided, however that in case of the birth or placement of the child earlier than anticipated, written request for the leave shall be made as soon as practicable under the circumstances.
- 3) **Adoption Notification:** Any teacher desiring adoption leave as a result of becoming an adoptive parent will notify the Superintendent or designee, in writing, when it appears the adoption is imminent. Leave will be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It will be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
- 4) **Length of Leave Allowed:** No maternity/adoption leave may exceed the remainder of the school year in which it commences unless it begins after February 1st of said year, in which case, the following school year shall be granted as leave if requested.
- 5) **Additional Leave:** Said request for a second year of leave shall be made, in writing, to the Board or designee by June 15th. If the second year of said leave is taken, the teacher will notify the Board in writing of the intent to return by March 1st of that second year.
- 6) **Rights and Guarantees upon Return:** Upon return, the teacher is guaranteed the position he/she held prior to leaving. An exception to this guarantee would be if the position were eliminated due to economic conditions or declining enrollment. If this were the case, said teacher would maintain the same rights as all other certificated staff under the Reduction in Force Clause. Therefore, if the teacher wishing to return has become the least-senior and RIF was being made, that teacher would be subject to RIF. All other accumulated benefits and rights of employment accumulated prior to the leave shall be retained upon return.
- 7) **Benefits/Credit of Salary Schedule:** Insurance benefits shall be paid on behalf of the teacher by the Board during the balance of the school year in which the maternity/adoption leave began. Credit shall be granted for a full year of service on the salary schedule for the contractual year the teacher

is unable to complete because of the maternity/adoption leave. The period of leave cannot be counted toward the purpose of achieving tenure. If a teacher's maternity/adoption leave commences after the last day of classes in one year and before the start of school in the next year, the leave shall be for the next school year if requested and insurance benefits will be paid by the Board for said school year.

- 8) **Insurance Option:** The teacher will have the option of paying the monthly insurance premium if the leave is extended another year.

B. Non-tenured Teachers:

Non-tenured teachers may be granted maternity/adoption leave at the discretion of the Board.

3. Personal Leave

- A. **Days Granted and Accumulated Each Year:** The Board shall grant two (2) days of personal leave without loss of pay per year. No reason shall be required.
- B. Teachers may not have more than 5 usable personal days for any given year. No more than 3 personal days may be carried over to the next year. Those three accumulated days, when added to the two personal days granted at the beginning of each year, equal the cap of 5 personal days. Any days above the allowable maximum must be sold or rolled to sick leave at the end of each school year as outlined below. The value of all usable personal days remaining shall be \$110 per day.
- Teachers that are within four (4) years of being eligible to receive a retirement annuity from TRS shall not receive reimbursement for any personal days to the extent such an amount would cause the teacher's salary to increase by greater than 6%. Personal leave payments that would cause a greater than 6% salary increase shall be paid in those subsequent years that such excess payment would not cause the teacher's salary to increase by more than 6%, to the maximum extent possible without exceeding the 6% cap. If payment of the total reimbursement amount cannot be spread out over subsequent years without exceeding the 6% cap, then such amount shall be paid after the teacher receives his/her final paycheck from the District, but no earlier than July 1.
- C. **Personal Leave Requests:** The request for personal leave shall be submitted to the principal or his designee in written form forty-eight (48) hours in advance. Personal leave shall be approved by the teacher's building principal and the superintendent or the superintendent's designee. In the case a staff member has exhausted all personal leave, the Superintendent may allow additional accumulated personal days to be used in extraordinary circumstances. The Superintendent may grant additional personal days at a dock in pay at a per diem rate. Any decision by the Superintendent concerning the granting or not granting of more than five days shall be non-precedential.

- D. **Total District Limits:** No more than 10% of the teachers may be granted personal leave for any particular day. In case more than 10% of the teachers apply for personal leave on the same day, the superintendent or designee shall honor the requests in the order in which they were received.

4. **Emergency Leave**

The Board or its designee may grant emergency leave. Emergency days are non-accumulative and their use carries a dock in pay equal to sub wages when a sub is hired. Emergency days will be considered by the administration and approved when in the best interest of the staff member and the District. If the emergency leave is denied, the teacher may use personal days without the forty-eight (48) hour advance notice.

5. **Leave of Absence**

- A. **After five years in the District:** After five years in the District, a tenured teacher will be granted a single leave of absence without pay or benefits upon request. **(See restrictions under 5.B. Guarantees Upon Return.)** The leave may not exceed two school semesters or infringe upon more than two school semesters. Thereafter, a teacher shall be granted subsequent leaves of absence, but only after he/she has returned and taught in the District for a period of time equal to the length of his/her leave of absence, or one school year, whichever period is longer.
- B. **Guarantees Upon Return from Leaves of Absence:** Upon return, the teacher is guaranteed a duly qualified position. The returning teacher would maintain the same rights as all other certificated staff under the Reduction of Force Clause. Therefore, if the teacher wishing to return has become the least-senior and RIF was being made, that teacher would be subject to RIF. All other accumulated benefits and rights of employment accumulated prior to the leave shall be retained upon return.
- C. **The Board shall not be obligated to hold a position available if the leave is for the purpose of teaching in another district, unless otherwise agreed in advance by the Board.** However, if the Board agrees to the teacher's return to the district immediately after a granted leave, all benefits and rights of employment accumulated prior to the leave shall be retained upon return.
- D. **Less than five years in the District:** If a teacher has taught for less than five years in the District, any decision to grant an extended leave of absence from duty, except when governed specifically by law, shall rest solely with the Board, as shall the terms and conditions of such absence. The granting or denying of a discretionary leave of absence shall be non-precedential with respect to any other request for a leave of absence by a teacher in the District.
- E. **Discretionary Leaves of Absence:** In addition to the above, the Board shall have the discretion to grant additional leaves of absence to a teacher at any time. The granting or denying of a discretionary leave of absence shall be non-precedential with respect to any other request for a leave of absence by a teacher in the District.
- F. **Deadlines for Return from/Request for Leave of Absence:** Leave of absence must be applied for at least thirty (30) calendar days in advance of the effective

date. The request for said leave should specify the leave period requested including the intended date of return to teaching. Notification of intent to return must be made by March 1st of said leave.

If the teacher wishes to extend or shorten the length of the requested leave, the teacher must notify the Board in writing by the following deadlines:

For leave granted prior to the close of the first semester, March 1.

For leave granted during the second semester, June 15, unless the leave was for more than one semester. If so, the March 1st date shall apply.

- G. **Insurance Benefits:** Insurance benefits may be retained by the teacher who must pay the monthly premium in advance at the Central Office.

6. **Professional Leave**

- A. **Definition of Professional Leave:** The Board encourages staff members to participate in local, state, and national professional conferences or organizations that are subject matter or educational methodology oriented.
- B. **Appointment to State or National Committee:** If a member of the staff is appointed to a state or national committee or elected to an office of said organization, the staff members will consult with the administration and the Professional Relations Committee of the Association as to the responsibilities holding such an office demands and they will agree as to the number of days absence permitted without loss of pay.
- C. **Application for Attendance, Payment, and Substitutes Provided:** Application for attendance at a conference will be filed with the administration on forms developed by the Superintendent. Attendance at requested conferences is contingent upon administrative approval. Attendance at conferences will be limited to two conferences per year per teacher unless special permission is granted.
1. The application shall be filed prior to the date of the conference. The payment of allowable expenses incurred in attending conferences shall be paid by the District except in cases where the teacher is an officer of the organization. In the case of officers, expenses incurred should be paid by the organization, but substitutes shall be paid by the District.
 2. The teacher or the O.E.A. will reimburse District #220 for substitute cost for attendance at I.E.A. meetings.
 3. Provision shall be made for a substitute if the teacher attends such professional organization meetings.
- D. **Report Submitted as Requested:** Those teachers attending conferences shall submit a report in such form as requested by the Superintendent.

VII. JURY DUTY

The District shall pay full salary for teachers called to jury duty or subpoenaed to appear in court or at a deposition. Any fee received for a contracted teaching day, except mileage allowance, shall be remitted to the District.

VIII. WORKING CONDITIONS

1. Class size recommendations by the Superintendent to the Board will be made only after input by the teaching staff. When financially feasible the number of academic teacher-student contacts per day should not exceed 175.
2. The Board shall make every effort to ensure equitable teacher-student contact time at all grade levels.
3. School calendar recommendations by the Superintendent to the Board will be made only after input by the teaching staff.
4. If a classroom teacher is required by administrative action to move to a new location, the teacher shall be paid for two days at sub pay to pack, unpack and organize the teaching materials. The district will supply the staff member with packing materials, and the district will be responsible to physically move the contents to the new location.
5. **Dress Code:** It is important for teachers to dress in a professional and appropriate manner while teaching the students of Oregon Community School District #220. Attire worn by the teaching staff will be conducive to promoting a positive learning environment at Oregon Community School District #220. Teachers will dress appropriately for the activities of the day.

IX. NORMAL SCHOOL TEACHING HOURS

1. **Normal School Teaching Hours:** The normal teaching day will consist of 7.5 continuous hours, including duty-free lunch. Beginning in 2019-2020, the district may schedule one day per week that would consist of a 1-hour early student dismissal. On these days, the teacher work day will conclude 2 hours after student dismissal. This 2-hour period will be reserved for wellbeing, professional development, supporting student learning, and/or curriculum work.

Monthly, one of these days shall be for the purpose of holding a school wide staff meeting.

2. **Daily Planning Period:** During student attendance, each teacher at a departmentalized grade level will have a minimum of 40 consecutive duty-free minutes daily for planning.

During student attendance, all other teachers will receive one duty-free fifteen-minute planning period daily and an additional 170 minutes weekly for planning. The goal is to provide a minimum of one duty-free 15-minute planning period per day with a special to be scheduled in the other half day.

The above may not hold true on days of early dismissal, special school programs, testing, or other interruptions. The teacher's planning period, if not affected by these interruptions, will not be denied or altered.

3. **Non-Teaching Duties:** The assignment of non-paid, non-teaching duties to teachers will be avoided as much as possible. If assignment is necessary, it will be equitable and as consistent as possible for all teachers.

X. OREGON EDUCATION ASSOCIATION MEETINGS

All teachers are expected to be at their duty stations or in attendance at the Oregon Education Association meeting for the designated times on days when the Association calls its meetings. Such meetings will commence after the final dismissal bell of the day.

XI. INSURANCE

A. Individual and Family Contributions:

A. **Contributions:** For each year of this contract, contributions will be determined based on the annual renewal rate. For all renewal increases of 9% or less, the Board will pay 88% of health and dental insurance premiums for individual employees, 77% of health and dental insurance premiums for employee and families, and 84% of health and dental premiums for dual certified employees.

If the annual insurance renewal is greater than 9% but less than 11%, the additional percentage increase will be paid by the employee and deducted from the Board's percentage.

For example, if the renewal rate rose 11%, which is 2% more than 9%, the Board would pay 2% less of the annual premium. Thus, the Board would pay 86% of health and dental insurance premiums for individual employees, 75% of health and dental premiums for employee and family, and 82% of health and dental insurance premiums for dual certified employees.

If the annual insurance renewal is more than 11%, all premium costs after the 2% increase to employee contributions would be equally shared by the Board and employee.

For example, if the renewal rate increased 13%, the employee would contribute 2% as in the above example, and the Board and employee would each contribute an additional 1% to reach the 13% increase. In this case, the Board would pay 85% of health and dental premium for individual employees, 74% of health and dental premiums for employee and family, and 81% of health and dental premiums for dual certified employees.

After an increase in the rate of employee contributions, it is possible to reset the percentage to increase the Board's contribution. This would occur if the annual percentage rate of the premium increase was less than 7%. The Board would add a percentage point to its contribution for each percentage point under 7% in the annual renewal increase.

For example, in the year following a 13% renewal increase, suppose the renewal increase was 4%, which is 3% less than 7%. The Board would then increase its contributions 3%, which would mean the health and dental premium contribution from

the board would change from 85% back to 88% for health and dental premiums for families, from 74% back to 77% for family and employee, and from 81% back to 84% for dual certified employees.

B. Contribution Caps

For the term of this contract, the maximum contribution for the Board will be 88% of health and dental insurance premiums for individual employees, 77% of health and dental insurance premiums for employee and family, and 84% of health and dental insurance premiums for dual certified employees.

1. For the term of this contract the minimum contribution for the Board will be 81% of health and dental insurance premiums for individual employees, 70% of health and dental insurance premiums for employee and family, and 77% of health and dental insurance premiums for dual certified employees. Board shall pay the premiums on a \$10,000 term life insurance policy for each teacher.
2. The staff member's premiums will be deducted on a pretax basis through payroll deduction.

C. **Option to Participate:** All full and part-time employees will be given the option to participate in the health insurance plan. Should the District adopt a self-funded insurance plan and an employee declines to participate, the Board agrees to fully fund at 100% the total amount of the individual premium that the Board and the employee would have shared.

D. **Coverage Changes:** The Board reserves the right to change the method of coverage (first dollar insured or self-insured). Benefits will not be changed without staff involvement.

E. **Resolving Conflicts:** Should a conflict arise between the Board and the Committee over the amount of insurance premium to be paid, an arbitrator shall have the final decision. Where appropriate, the procedures provided under the Fourth Level Grievance Procedure, as contained herein, shall apply. The arbitrator's decision shall be binding on each side.

XII. INSURANCE COMMITTEE

1. The Oregon Unit School District #220 Board of Education, Oregon Education Association and Oregon Education Support Personnel Association OESPA have a common interest in providing the best possible insurance program for the personnel of Unit #220; therefore declare their mutual intent to cooperatively work toward the attainment of this common goal.

2. Definitions-The term Committee shall mean a committee of eight (8) composed of the OEA, the OESPA, and the Superintendent. The committee composition shall be determined by the President of the OEA, the President of the OESPA, and the Superintendent or their respective designee.

The term Board shall mean the Oregon Unit School District #220 Board of Education.

3. Recognition-The Board will recognize the Committee which will have an equal voice in any changes in the total insurance package.

The Committee recognizes the Board will have an equal voice in any changes in the total insurance package. Example: the Board could not make changes without the majority approval of the Committee, and the Committee recommendations would need Board approval.

4. Committee-The Committee shall meet at times mutually agreed upon by the majority of the Committee members.

The Committee will have an equal voice in any changes in the total insurance package.

The Committee will make the final decision on any claims disputes only if the district health insurance plan is self-funded.

5. Board-The Board will have an equal voice in any changes in the total insurance package.

If the district health insurance plan is self-funded, the Board will deposit 100% of the premiums each month to the insurance plan account unless a lesser amount is agreed to by the Committee. Deficient payments will be penalized at the rate set by the Committee. The funds in the insurance plan account are for the exclusive use of the insurance plan.

6. Program- Any plan selected by the insurance committee may not result in the district incurring any penalty as a result of the implementation of the Affordable Care Act (ACA). Any changes from this package will be by mutual agreement of the Committee and the Board. If a penalty is incurred during the plan year, the plan changes will be made during the next renewal cycle.
7. Agreement-This agreement shall continue in full force and effect from year to year for the life of this contract subject to annual change and revision through negotiations between the Board of Education of Unit School District #220 and the Oregon Education Association and the ratification of both.

XIII. INDIVIDUAL LESSON PLANS

Each teacher will prepare lesson plans. Such plans will be readily available and detailed enough to assist substitute teachers in their endeavors to make a worthwhile contribution to the students. Teachers will not be required to have duplicate lesson plans or to hand in lesson plans to the principal or principal's office. An evaluator must ask for lesson plans three (3) school days prior to scheduled evaluation. Scheduled evaluation shall follow District evaluation guidelines.

XIV. TRAVEL ALLOWANCE

All approved travel shall be reimbursed at the federal rate set at the previous January 1 rate per mile, paid on a monthly basis calculated from the traveler's job site or home, whichever is less, so the traveler is not reimbursed for commuting. Teachers required to teach classes at both locations, Mt. Morris and Oregon, will be reimbursed at a monthly rate of \$50.00 for the 9 teaching months, prorated for those who teach fewer than the 9 teaching months.

XV. R.I.F.

1. **Reduction-In-Force.** If the Board determines to reduce the number of teachers employed by the Board or to discontinue some particular type of teaching service, the School Code shall govern such reductions in force and recall of teachers.
2. The letter from the Board to each tenured and fourth year probationary teacher dismissed due to economic conditions or declining enrollment will minimally:
 - A. Denote honorable dismissal.
 - B. Show appreciation for services.
 - C. Offer assistance in the job market.
 - D. Provide any other assistance possible.
5. Seniority - District
 - A. **Seniority** shall be defined as the length of a bargaining unit member's continuous service within the District computed from the first day of employment within the District. The **first day** shall be defined as the day upon which duties are first performed.
 - B. Seniority will not accrue during any leave of absence without pay. Seniority will not be interrupted due to excused absences or illness.
 - C. By January 15, the Board will publish and post a seniority list including areas of certification. The list will be prepared according to the provisions above. This list will be posted in the teacher's lounge of each building. The list will contain a statement that it is each teacher's responsibility to report any discrepancies in writing to the superintendent within 14 calendar days. A teacher's failure to make a timely objection shall be deemed an acceptance of the information, and the teacher cannot challenge his/her seniority until the following school year. A final seniority list including areas of certification shall be provided to the Association by February 15 each year. For recall purposes, a teacher may notify the district of any additional certification.

XVI. ASSIGNMENT – REASSIGNMENT

1. Curricular Assignments:

The present teaching staff shall be informed, in writing, if there is a change in their specific curricular assignment for the next school year with the goal being notification prior to the end of the school year no later than June 30th, unless the reassignment is necessitated by a teacher-created vacancy. It is understood that changes in curricular assignments can be made with good cause but shall be within a teacher's qualifications according to the State of Illinois Document One Standards. The teacher and the Association shall receive immediate notification of such change in curricular assignments. If the teacher is not satisfied with the reassignment, the teacher may resign.

2. **Re-Assignments:**

Prior to re-assignments and postings for vacancies, all staff will be informed of needed changes in positions due to RIF, section sizes, retirements, etc. The goal is that notification will take place no later than April 15th. Staff will be given the opportunity to express interest in positions. Re-assignments will occur and then all vacancies will be posted. Every effort will be made in communicating re-assignments in a professional manner.

3. **Vacancies:**

- A. Qualified, presently employed teachers will be allowed to apply for vacancies, new positions, both curricular and extra-curricular, that occur in the school system. Applications for reassignment will be made in writing to the Superintendent with a copy to the building principal.
- B. A vacancy occurs when a position is created or a position will not be filled from within.
- C. All vacancies for certified positions will be listed with the O.E.A. President or his/her designee, so that all staff has an opportunity to apply. The vacancies will be posted and advertised outside of District #220 on the same date as they are posted within the district. Interviews for applicants from within the district may begin immediately. From September 26-March 1 interviews may not begin for applicants outside of the District for two weeks. From March 2-July 31 interviews may not begin for applicants outside of the District for one week. Vacancies which occur between August 1-September 25 require no timeline for interviews. Violations of these time parameters shall automatically give the qualified in-district candidate the position.
- D. Notices of vacancies occurring in the summer will be e-mailed on the day of posting to all teachers via school e-mail.

4. **Extra-Curricular Assignment:**

The present teaching staff shall be informed, in writing, if there is a change in their specific extra-curricular assignment for the next school year at the earliest possible date. It is understood that changes in extra-curricular assignments made later than the end of the current school year can be made with good cause, but the teacher and the Association should receive immediate notification. If the teacher is not satisfied with the reassignment, the teacher may resign.

5. **Job Sharing**

A Job Share shall be defined as a voluntary assignment providing two certified teachers the opportunity to share one (1) full-time teaching position for one school year. The Job Share teachers' primary substitute should be the other member of the job share team. Job Sharing is at the discretion of the School Board. Those who Job Share shall be subject to the following modifications of provisions contained elsewhere in this agreement.

- A. **Qualifications:** At least one teacher shall be tenured.
- B. **Applications/Renewal:**
1. Applications for new job sharing positions must be made prior to March 1 for the next school year in writing to building principal who will forward the request and recommendation to the superintendent for Board approval.
 2. Renewal of a Job Share must be made prior to February 15 for the next school year in writing to building principal who will forward the request and recommendation to the superintendent for Board approval. Each teacher will submit a written report prior to March 1 to their principal evaluating the success of the program including recommendations for the future. The principal and teachers will review the report and the principal will make a recommendation to the superintendent by March 15.
- C. **Placement/Seniority:**
1. **Placement:** Participants in job-sharing positions shall be placed appropriately on the salary schedule. Salaries shall be prorated with the time worked. A step on the salary schedule shall be granted at the start of the school year following the accumulation of the equivalent of one year of full-time service. [For example, a teacher whose job-share is .5 would accrue one (1) step on the salary schedule for every two (2) years taught. If a teacher's assignment were .6, such teacher would advance one (1) step on the salary schedule at 2 years (1.2), an additional step at 4 years (2.4), and an additional step at 5 years (3.0).]
 2. **Tenure:** Tenure status of teachers who job-share shall be retained.
 3. **Seniority:** During the period of time spent in a job-sharing position, seniority will be prorated and considered continuous. A year of seniority shall be granted at the start of the school year following the accumulation of the equivalent of one year of full-time service. [For example, a teacher whose job-share is .5 would accrue .5 years seniority for each year taught. If a teacher's assignment were .6, such teacher would accrue .6 years seniority for each year taught.]
 4. **Termination of Job Share:** Either teacher in a Job Share situation may choose to end the Job Share after completing the school year. **Provided there are openings**, teachers shall be guaranteed a return to full-time employment, upon providing notice no later than February 15 of their desire to return to a full-time position, subject to the district's rules and regulations and the collective bargaining agreement. For example, if two tenured teachers job-share, the least senior teacher would **NOT** be guaranteed a position unless there were an opening and would not be able to bump less senior teachers.
- D. **Benefits:** Participants in job sharing positions shall receive benefits at prorated rates. For example an employee working .5 would receive 50% of the District's

share of insurance premiums; the employee would pick up the remainder. Such costs to the Board shall not exceed one Full-time Equivalent teacher.

XVII. CURRICULUM STUDY AND INSERVICE TRAINING

1. **Compensation for Curriculum and/or In-service Work:**
If requested to do so, a teacher will work on curriculum improvement and/or in-service training without additional pay and outside of the regular school day for a maximum of two hours per week up to a maximum of fourteen hours per year. Any additional hours will be compensated at \$20.00 per hour.
2. **Recertification In-service:**
The Board will provide two opportunities a year outside the contract day to address the needs of teacher recertification.
3. **Curriculum Committee; Curriculum Changes:**
A teacher committee composed of members from each grade level at each building will study and make recommendations on all changes in the curriculum or instruction before such changes are adopted.
4. **In-service Committee:**
A teacher committee composed of members from each building will work with the Superintendent or his designee in planning in-service days, four whole and five half days, recertification programs, and their placement on the school calendar.

XVIII. RETIREMENT

1. **Retirement Incentive:** If a teacher meets all of the eligibility requirements contained in paragraph A of this Section, the teacher shall be paid a retirement benefit in accordance with paragraph B of this Section.
 - A. **To be eligible for retirement incentives, a teacher:**
 1. Must retire from the district pursuant to the rules of the Illinois TRS.
 2. Must have at least 10 years of consecutive service as a certified employee in the District. Approved, unpaid leaves and periods of time during which a teacher is on the District's recall list for purposes of a reduction-in-force shall not count towards accrued service in the District. However, such time shall not constitute an interruption in years of consecutive service in the District.
 3. Must submit an irrevocable notice of retirement to the District by July 1, prior to the school year in which benefits will begin under this program.
 4. Must not give rise to a requirement that the Board make payment to the TRS pursuant to the AERO provisions of the statutes.
 5. Board will not be obligated to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS cap if the teacher retires any time after submitting his/her letter of retirement. For example, a teacher that has

earned more than a 6% increase in his/her salary in any of the three years prior to the year in which the teacher would start receiving retirement benefits, would not be eligible for this program. *Note: a teacher that has received a greater than 6% increase in his/her salary under a grandfathered contract may still be eligible for this program, provided he/she meets the other eligibility requirements set forth in this section.* If the teacher is found to be ineligible for this program pursuant to the 6% salary increase limitation discussed in this paragraph, the teachers may reapply for this program in any subsequent year and will be eligible for the retirement incentive when he/she would no longer cause the Board to have to pay a penalty to TRS in the event the teacher were to retire any time after submitting his/her letter of retirement, provided the teacher meets all the other eligibility requirements of this Section A.

6. The parties to this Agreement may waive the eligibility requirement contained in 2.A.5. of Article XVIII of this Agreement on the condition the teacher executes a promissory note promising to repay all or a portion of the Retirement Benefits provided under 2.B. of Article XVIII. In the event the teacher retires prior to the date stated in the teacher's irrevocable Notice of Retirement, the teacher shall be responsible for the payment defined in the promissory note. Before a teacher executes a promissory note, the Board and Association will come to agreement as to the amount.
7. May not be receiving retirement benefits from previous contracts.
8. May retire before reaching full retirement if there are no additional costs to the District.
9. If there is a change in the law that causes a penalty to the district, the incentive will be modified at the beginning of the next fiscal year, July 1, to eliminate the penalty. Staff currently in the 4-year incentive are held harmless. Changes will only apply to members making new requests for the retirement incentive after the July 1 deadline each year.

B. Retirement Benefits

- A. Provided the employee meets all the eligibility requirements herein, the employee shall remain "off-schedule" and receive a 6% salary increase over the prior year's net earnings from the salary schedule for a maximum of four (4) years.
- B. Such increases shall be no more than 6% of the employee's creditable earnings of the prior year's total TRS creditable earnings, and such increases shall be in lieu of any other base salary increases provided for in the contract. The increases shall be a part of the employee's regular pay and shall be paid with the regular paychecks, the last of which will be paid in June of the last school year the teacher is employed.

- C. In the event that Personal leave payments should increase the creditable earnings by greater than 6%, such payments will be deferred to a lump sum post-retirement payment.
- D. The teacher shall perform all extra duties that are used in determining creditable earnings in the years in which program benefits are received. A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.
- E. A teacher under this retirement program will not be able to earn more than six percent (6%) of the previous year's creditable earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.
- F. These retirement benefits shall only be available if the retiring teacher does not elect and receive a new statutory retirement plan which is unforeseen at the date of this contract (the intent of this clause is to prevent a retiring teacher from "double dipping" by accepting this retirement plan and another substantial retirement plan which may be enacted after the date of this contract). In the event that current ERO or 2.2 language is substantially modified or deleted by legislation, to the financial detriment of the teacher, and the retiring teacher has previously given the Board a written notice of retirement under ERO, the teacher will be allowed to withdraw his or her resignation previously given and elect the retirement benefits otherwise available under this contract.
- G. A teacher under this retirement program will be granted 12 sick days per year.

3. **Request to Retire Final**

The employee acknowledges that the school district's retirement incentives are based on expressed reliance on the staff member's declaration to retire. The staff member acknowledges the retirement is final and irrevocable unless both staff member and the Board agree to withdraw and cancel request for retirement. The staff member acknowledges that the terms and definitions of the contract in force stipulated in the notice of retirement shall govern the benefits due the staff member.

4. **Alternative Retirement Incentive.**

The Board may offer alternative retirement incentive programs to staff members, not in excess of any other retirement benefits mentioned in 2.B. Such retirement incentives shall be negotiated on an individual basis with the retiring staff member, a representative from the OEA, a representative of the employee, and the Board. Such retirement agreements will be individually created to the mutual benefit of the Board and the retiring staff member, shall be agreeable to all parties present, shall not constitute precedent for any other such agreement, and shall not be grievable or subject to arbitration.

5. **Retirement Insurance**

Teachers retiring after this date will only be eligible for district dental and vision coverage through the age of 65 by self-payment of monthly premiums.

XIX. GUARANTEE OF COMMUNICATIONS

1. **Faculty Meeting:**

Each principal shall hold a monthly meeting with his faculty for the purpose of providing communication between the teaching staff and the principal. Each staff meeting will embed time for discussion. Staff are required to attend the meeting which will not exceed 45 minutes. Absence from the staff meeting must be approved by the building administrator. When possible, this communication must occur prior to the meeting.

2. **Ongoing Communication:**

A. OEA Welfare and Advisory building representatives shall meet monthly with their building principals. This meeting is an opportunity for principals and representatives to exchange concerns, issues, and successes. Results of these meetings shall be communicated to the superintendent by the principals and to the staff by their representatives.

B. In addition, OEA officers shall meet bi-monthly with the Superintendent to exchange concerns, issues, and successes.

3. **Association President:**

The Superintendent or designee shall provide one Association President with a copy of a Board packet in a time similar to that provided to Board members, except that such packet shall not include Executive Session information.

XX. BUDGET FORMS

The Superintendent shall provide two copies of the current Annual Financial Report as prepared on ISBE Form 50-35, Budget Form 50-36, and the current audit to the President of the O.E.A. by October 15.

XXI. COMPENSATION

1. **Payroll**

A. Checks will be issued on the 10th and 25th of each month. If school is not in session on a designated payday during the school year, checks will be issued on the teaching day nearest and previous to that Friday. All teachers will be paid in 24 payments.

B. Payroll Deductions: The Board shall make available to members of the professional staff a payroll deduction for the following associations: unified dues for the Oregon Education Association, Illinois Education Association, and National Education Association, which will take place over a ten (10) month period. The

Board shall authorize payroll deductions for the following purposes: Tax Sheltered Annuity Programs and Group Insurance.

- C. The Board shall supply the authorization forms to the Association which will be responsible for providing members of the professional staff with the said authorization forms for dues payment; collection of the forms; and the transmittal of the forms to the District Office.

2. **Schedule Guidelines**

- A. Teachers who are employed in the same position for more than the regular school term shall be paid 1/180 of their current salary for each day employed. This provision does not pertain to special summer school teaching.
- B. Full credit shall be allowed for experience outside the system up to and including seven (7) years. The Board at their discretion may allow additional years of credit.
- C. The board may grant a position they deem hard to fill a one-time sign-on bonus to be paid over a 4-year period. The employee will receive a prorated portion of the bonus at the end of each school year except in the event they are non-renewed. In the event the employee is moved to another assignment not deemed hard to fill, the employee will no longer be eligible for continued bonus payments.

Notification of the implementation of the bonus will be provided to the OEA prior to the candidate being hired.

- D. Teachers who are satisfactorily carrying out their professional responsibilities shall advance on the salary schedule in a vertical direction one (1) step for each year of experience until the bottom of the column is reached. Horizontal advancement on the salary schedule shall be made by satisfactory completion of courses. Teachers may move on the salary schedule according to their education and experience without limitations.
- E. Longevity Stipends: A teacher who reaches the 20th step on the salary schedule shall receive a one-time increment of \$275.00 during the school year in which he/she reaches said step. Said increment shall be paid in equal installments over the term of the wage payment option elected by the teacher. The one-time bonus payment of \$275.00 applies only to those through the MA+24 column. A \$300.00 longevity stipend is added to the end of every Bachelor's level lane and a \$500.00 longevity stipend is added to the end of every Master's level lane.
- F. National Board Certification Stipend: Annually a \$500.00 stipend is added to the salary of any teacher who holds a current National Board Certificate.
- G. The salary schedules for school years 2021-2022 through 2022 -2023 are attached hereto as Addendum 1.

3. **Course Work**

- A. Any course that will prepare or enrich the teacher in his/her teaching field will be

allowed if one of the following conditions is met:

- a. The course must be approved in advance and the teacher must justify the enriching merit of the course, in writing, to the Superintendent.
 - b. The teacher is in a degree program and the course is being taken toward obtaining that advanced degree.
 - c. The teacher is in a degree program or pursuing National Board Certification and the course is being taken toward obtaining that advanced degree or National Board Certification.
- B. Courses may be of graduate, undergraduate, or workshop status.
- C. The teacher must have a Master's Degree to receive credit beyond the M.S. column on the salary schedule.
- D. Salary adjustments will be made only upon the filing of a transcript. October 1st is the last effective date for transcripts to be filed with the Central Office and salary adjustments made for that school year.

4. **Tuition and National Board Assessment Reimbursement**

- A. The district will establish a \$15,000.00 fund for the purpose of teacher tuition reimbursement. The maximum reimbursement will be \$100.00 per credit hour. If more than 150 qualified credit hours are submitted for reimbursement the reimbursement rate will be calculated by dividing the \$15,000.00 by the total number of qualified credit hours.

For teachers to qualify for reimbursement the following criteria must be met:

1. Degree programs must be pre-approved by the superintendent. Any coursework completed that is not being taken toward an advanced degree must also be pre-approved.
2. Credit hours must have been paid for by the teacher. No reimbursement for classes paid for with tuition waivers.
3. Teachers must earn an A or B in the coursework submitted for reimbursement.
4. To receive reimbursement, teachers must submit a tuition receipt and transcript within three (3) months of completing their coursework. Annually, course reimbursement will occur at the October board meeting. Any submissions received after the three (3) month deadline will not be eligible for reimbursement.
5. National Board Certification Assessment Reimbursement - In the event that ISBE does not allocate the appropriate funds to reimburse teachers for successfully completing the National Board Certification assessments, the district will establish a \$15,000.00 fund for the purpose of reimbursing teachers for the cost of successful completion of National Board Certification or their renewal of their National Board Certification.

Teachers are also eligible for reimbursement from this fund for their registration fees after successfully earning National Board Certification or National Board Certification renewal.

If more than \$15,000 of qualified certification or recertification reimbursements are submitted the reimbursement rate will be calculated by dividing the \$15,000.00 by the total number of successfully completed assessments.

For teachers to qualify for reimbursement the following criteria must be met:

1. Teachers must successfully earn National Board Certification or National Board Certification renewal.
2. Testing receipt and proof of successful completion must be submitted to the district office.
3. Reimbursement is only for the cost of the successful completion of assessments not for any other costs associated with pursuing the National Board Certification or renewal.

5. Evaluation and Compliance

- A. In order to maintain position on the salary schedule in accordance with the teacher's education and experience, the teacher shall be expected to meet his/her professional responsibilities and comply with all Board of Education policies.
- B. Non-compliance with Board Policy, lack of professional growth, failure to accept professional responsibilities will deny the teacher any salary increases for a period of one (1) year. Successive denial of salary increases will constitute sufficient grounds for termination of employment.

XXII. OREGON C.U.S.D. #220 EVALUATION PLAN

Content of Plan and Formal Observation:

1. Teachers will be evaluated according to the District 220 Teacher Evaluation Tool. Either the School Board or the OEA may request that the Evaluation Tool be altered. Changes may be made by mutual agreement between the School Board and the OEA. A district evaluation committee of eight members consisting of four board delegates and four members chosen by the OEA will be established. The Committee will review the evaluation process and tool. Any concerns with the process or the tool will be presented to this committee and reviewed. Any changes to the evaluation process or tool will occur only when mutually agreed upon. Prior to any changes to the evaluation process or tool occurring the OEA representatives will seek the input of the OEA executive board.
2. A copy of the current evaluation instruments shall be made available in the office of the Principal or supervisor and with the OEA President.
3. The District evaluation form describes duties and responsibilities each teacher shall meet as well as the standards to which the teacher is expected to perform. The form does not pertain to extracurricular duties.
4. Tenured teachers in the District will be evaluated at least biennially, based on at least one formal observation.

5. Teachers will be observed by a qualified administrative member. Said observations will be the basis for evaluation. Observations will not be limited to the classroom nor the school day, but will be confined to the educational setting. After an informal observation, the principal may ask to meet with a teacher to discuss the lesson and review lesson-related documentation. The focus of this meeting will be to support continuous development of the teacher's knowledge and skills and to promote a productive dialogue between professional educators concerning teacher performance.
6. Each teacher shall receive a copy of the qualified administrator's evaluation within twenty (20) days after the formal observation. Qualified administrators are Principals, Assistant Principals, the Superintendent, Curriculum Director, and Activities Director.
7. Teachers not on tenure will be evaluated yearly. During their first year in the District, non-tenured persons who have not had prior contractual teaching experience will be observed in the classroom at least three times with a minimum of 30 days between observations except by mutual agreement. Suggested time line: Once each quarter.

Evaluation #1 will consist of an observation followed by self-evaluation of Domains 2 and 3 completed by the teacher with feedback from the evaluator. The teacher and administrator will jointly develop growth goals for the remainder of the year.

Evaluation #2 will consist of an observation followed by a self-eval of domains 1 and 4 by the teacher with feedback from the evaluator. Domains 2 and 3 will be evaluated by the evaluator with formative feedback provided.

Evaluation # 3 will consist of a formal evaluation process where the teacher will be provided a summative rating.

Non-tenured persons, with no prior contractual teaching experience, will be observed within the classroom at least two times during their second year in the District using evaluation #2 and evaluation #3, described above, with a minimum of 30 days between formal observations except by mutual agreement. Suggested time line: Once each semester. Non-tenured teachers in their third and fourth year of service in the District will be evaluated at least annually.

8. Non-tenured persons, who have had prior contractual teaching experience in another district, will be observed using evaluation #2 with self-evaluation in all domains and evaluation #3, described above, in the classroom at least two times per year for two years with a minimum of 30 days between formal observations except by mutual agreement. Suggested time line: Once each semester.
9. Formal observations will always be preceded by a pre-observation conference unless a change is agreed to by mutual agreement. All formal observations will be followed by a post-observation conference within three school days from the date of the observation and will occur prior to the qualified observer completing the final draft of the evaluation.
10. Areas of concern cited in the final draft of the evaluation must have been discussed during a conference or discussed with the teacher at another meeting. All areas marked "unsatisfactory" or "needs improvement" must be accompanied by a written explanation and suggestions for improvement.

11. The evaluation tool deals with the following four domains: Planning and Preparation, The Classroom Environment, Instructional Delivery and Professional Responsibilities. Each teacher's performance shall be rated in terms of excellent, proficient, needs improvement, or unsatisfactory.

The tool also contains space for a narrative on teacher strengths, educational concerns, and suggestions for improvement.

A copy of the evaluation form shall be placed in the teacher's personnel file and a copy will be made available to the teacher. This evaluation form will be based on the composite of the observations, both formal and informal, that occur during the evaluation cycle.

XXIII. SALARY AND INCREMENT SCHEDULE

1. Increments

13%	Head Coaches: Football, Volleyball, Wrestling, Boys' and Girls' Basketball
11%	Other Head H.S. Coaches: Track, Baseball, Girls Softball, Cross Country, Golf, H.S. Cheerleader Coach(es)
9.0%	H.S. Assistant & JV Coaches, all sports; H.S. Drill Team Advisor(s), Yearbook Advisor(s) (if no class)
8.5%	Noon duty, morning duty, per building
8.0%	Yearbook Advisor(s) (if class)
7.5%	Head Coaches: 7th and 8th grade Basketball & Wrestling, H.S. Vocal and Band Director(s), F.F.A. Advisor(s)
6.5%	7th & 8th grade Track Coaches, Newspaper Advisor(s), J.H. Vocal and Band Director(s)
5.5%	Head Coaches: H.S. Student Council Advisor(s), 5th and 6th Intramurals, Musical (each individual - two individuals), 7th and 8th grade Volleyball Coaches, Fall Drama director(s)
4.5%	High School Academic Bowl Advisor(s)
4.0%	Jr. High Assistant Coaches, Junior High Student Council Advisor(s)
3.5%	Jr. High Cheerleader Coach(es), Jr. High Musical Director(s), H.S. Class Dean(s), Assistant Musical Director(s), FFA Co-Advisor
2.5%	A.F.S. Advisor(s)
2.0%	Jr. High School Yearbook Advisor(s), Recertification Committee Member(s)
1.5%	Jr. High Academic Bowl Advisor(s)
1.0%	National Honor Society Advisor(s)

2. Acknowledgment of Hourly Salary for Non-School Hours Teaching of Classroom and Behind-the-Wheel Driver Education:

The OEA and Board acknowledge the past practice of paying qualified Driver Education teachers \$25.00 per hour plus TRS and THIS contributions for classroom and behind-the-wheel instruction during non-school hours. This practice will continue for the duration of this contract.

3. Increment Guidelines:

- A. A maximum of seven (7) years prior teaching and coaching experience will be recognized for salary purposes.
- B. Prior experience must be in area for which increment is paid.

- C. If more than one (1) individual agrees to share the responsibilities of a position on the increment schedule, then the increment will be shared by mutual agreement.
- D. Base: Base amount to be contractual base for that teaching year.
- E. Sliding scale: B.S. to 20 years. (See below)

Year	% of Base	Year	% of Base
1	1.00	11	1.32
2	1.04	12	1.34
3	1.08	13	1.36
4	1.12	14	1.38
5	1.16	15	1.40
6	1.19	16	1.42
7	1.22	17	1.44
8	1.25	18	1.46
9	1.28	19	1.48
10	1.30	20	1.50

4. TRS Contributions:

The Board will pay on behalf of each teacher 9.4% (actual rate 10.3753%) of his/her Illinois Teacher Retirement System contribution **on each teacher's taxable salary set out in the salary schedule and for extra duty stipends considered "creditable earnings"**. The Board shall also pay on behalf of each teacher a maximum of 0.5% for each teacher's contribution to the Teacher's Health Insurance Security Fund, which contribution will not be reported to TRS as creditable earnings. It is the intent of the parties to qualify the payments made under this paragraph as "pick-up" contributions within the meaning of Section 414 (a)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available from TRS upon retirement or resignation of the teacher.

5. Potential TRS Shift:

In the event that the State of Illinois shifts the State's portion of TRS to the district during the duration of this contract, both parties agree to negotiate the impact of the change in TRS. This process should be completed prior to the implementation of the shift occurring.

XXIV. NO STRIKE CLAUSE

During the term of this agreement, neither the Association nor its agents or any teachers for any reason, will authorize, institute, aid, condone, or engage in an illegal strike. Furthermore, the Board will not engage in any lockout.

The Board may discharge or discipline any teacher who violates this Article and who fails to carry out his/her responsibilities hereunder.

Nothing contained herein shall preclude the Board from obtaining judicial restraint and damages in the event of a violation of this Article.

XXV. NEGOTIATIONS

The parties shall commence bargaining for a successor agreement on or before June 15th.

It is agreed that the parties will jointly request Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, The Illinois Education Labor Relations Board shall be notified. An impasse over the master contract requires mediation only.

XXVI. BOARD RIGHTS

1. The Board, on its own behalf and on behalf of District 220 except as limited by the Illinois School Code and by this agreement, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Illinois School Code and the Constitution of the State of Illinois and of the United States; including, but without limiting the generality of foregoing the right:
 - A. The management, organization and administrative control of the District and its properties and facilities;
 - B. To direct the work of its employees, determine the time and hours of operation and establish the school calendar; to determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services and supplies;
 - C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to promote, assign, transfer, give remediation, discipline or dismiss all such employees;
 - D. To establish educational policies, goals and objectives; to introduce new or improved methods, equipment or facilities; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
 - E. To build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter concerning these areas;
 - F. To define the normal hours of teaching assignments and hours; provided, however, nothing contained herein shall prevent the Board (i) from restructuring the hours of each member of staff for the purpose of promoting the efficiency of the School; (ii) from establishing the work schedule of the staff; (iii) and establishing part-time positions;
 - G. To make, publish and enforce the rules and regulations of the Board not inconsistent with this Agreement;
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and

the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

XXVII. TERM OF AGREEMENT

This Agreement shall be effective as of August 15, 2021 and shall remain in full force and effect until the 10th day of August 2023 and shall be automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations. Written demand for negotiations shall be submitted by either party between March 1 and April 1 each year. The Board and the Association shall commence bargaining within 30 days from the demand to bargain; however, in no event shall negotiations commence earlier than April 1 of the final year of the contract (unless the parties otherwise mutually agree) providing demand is made as provided hereunder. Upon the expiration of this Agreement, no experience step increases nor education lane increases nor increases in Board paid health care payments provided in the current contract shall be granted during the period of contract negotiations for a successor contract.

This agreement may only be amended during its term by the mutual agreement of both parties in writing.

This agreement supersedes and cancels prior collective bargaining agreements made between parties hereto and contains the entire agreement between the parties.

The Board and the Association agree that there will be no mid-year bargaining.

Chairperson of Board Team

Chairperson of O.E.A. Team

President, Board of Education

President, Oregon Education Association

Date

Date

ADDENDUM 1

2021-2022 Salary Schedule

Yrs.	B.A.	B.A.+8	B.A.+16	B.A.+24	M.A.	M.A.+8	M.A.+16	M.A.+24	M.A.+32	Yrs.
1	\$39,243	\$40,616	\$41,990	\$43,363	\$44,737	\$46,110	\$47,484	\$48,857	\$50,231	1
2	\$40,812	\$42,186	\$43,559	\$44,933	\$46,699	\$48,072	\$49,446	\$50,819	\$52,193	2
3	\$42,382	\$43,756	\$45,129	\$46,503	\$49,053	\$50,035	\$51,408	\$52,782	\$54,155	3
4	\$43,952	\$45,325	\$46,699	\$48,072	\$50,623	\$51,997	\$53,370	\$54,744	\$56,117	4
5	\$45,522	\$46,895	\$48,269	\$49,642	\$52,585	\$53,959	\$55,332	\$56,706	\$58,079	5
6	\$46,699	\$48,465	\$50,231	\$51,997	\$54,155	\$55,921	\$57,687	\$59,453	\$61,219	6
7	\$47,876	\$49,642	\$51,408	\$53,174	\$55,725	\$57,491	\$59,257	\$61,022	\$62,788	7
8	\$49,053	\$50,819	\$52,585	\$54,351	\$57,294	\$59,060	\$60,826	\$62,592	\$64,358	8
9	\$50,231	\$51,997	\$53,763	\$55,528	\$58,864	\$60,630	\$62,396	\$64,162	\$65,928	9
10	\$51,408	\$53,174	\$54,940	\$56,706	\$60,434	\$62,200	\$63,966	\$65,732	\$67,498	10
11	\$51,708	\$54,351	\$56,117	\$57,883	\$61,611	\$63,377	\$65,143	\$66,909	\$68,675	11
12		\$54,651	\$57,294	\$59,060	\$62,788	\$64,554	\$66,320	\$68,086	\$69,852	12
13			\$57,594	\$60,238	\$63,966	\$65,732	\$67,498	\$69,263	\$71,029	13
14				\$60,538	\$65,143	\$66,909	\$68,675	\$70,441	\$72,207	14
15					\$66,320	\$68,086	\$69,852	\$71,618	\$73,384	15
16					\$67,498	\$69,263	\$71,029	\$72,795	\$74,561	16
17					\$67,998	\$69,763	\$72,207	\$73,973	\$75,739	17
18							\$72,707	\$75,150	\$76,916	18
19								\$75,650	\$77,701	19
20									\$78,486	20
21									\$79,663	21

\$80,163

***A \$300 increase is added to the end of each Bachelor's column.

***A \$500 increase is added to the end of each Master's column.

**A one-time \$275 increment is awarded at step 20 of MA +24 or MA +32

Salary Schedule 2022-2023

Yrs.	B.A.	B.A.+8	B.A.+16	B.A.+24	*	M.A.+8	M.A.+16	M.A.+24	M.A.+32	Yrs.
1	\$40,028	\$41,429	\$42,830	\$44,231	\$45,631	\$47,032	\$48,433	\$49,834	\$51,235	1
2	\$41,629	\$43,030	\$44,431	\$45,832	\$47,633	\$49,034	\$50,435	\$51,836	\$53,237	2
3	\$43,230	\$44,631	\$46,032	\$47,433	\$50,035	\$51,035	\$52,436	\$53,837	\$55,238	3
4	\$44,831	\$46,232	\$47,633	\$49,034	\$51,636	\$53,037	\$54,438	\$55,839	\$57,239	4
5	\$46,432	\$47,833	\$49,234	\$50,635	\$53,637	\$55,038	\$56,439	\$57,840	\$59,241	5
6	\$47,633	\$49,434	\$51,235	\$53,037	\$55,238	\$57,039	\$58,841	\$60,642	\$62,443	6
7	\$48,834	\$50,635	\$52,436	\$54,237	\$56,839	\$58,640	\$60,442	\$62,243	\$64,044	7
8	\$50,035	\$51,836	\$53,637	\$55,438	\$58,440	\$60,242	\$62,043	\$63,844	\$65,645	8
9	\$51,235	\$53,037	\$54,838	\$56,639	\$60,041	\$61,843	\$63,644	\$65,445	\$67,246	9
10	\$52,436	\$54,237	\$56,039	\$57,840	\$61,643	\$63,444	\$65,245	\$67,046	\$68,847	10
11	\$52,736	\$55,438	\$57,239	\$59,041	\$62,843	\$64,645	\$66,446	\$68,247	\$70,048	11
12		\$55,738	\$58,440	\$60,242	\$64,044	\$65,845	\$67,647	\$69,448	\$71,249	12
13			\$58,740	\$61,442	\$65,245	\$67,046	\$68,847	\$70,649	\$72,450	13
14				\$61,742	\$66,446	\$68,247	\$70,048	\$71,850	\$73,651	14
15					\$67,647	\$69,448	\$71,249	\$73,050	\$74,852	15
16					\$68,847	\$70,649	\$72,450	\$74,251	\$76,052	16
17					\$69,347	\$71,149	\$73,651	\$75,452	\$77,253	17
18							\$74,151	\$76,653	\$78,454	18
19								\$77,153	\$79,255	19
20									\$80,055	20
21									\$81,256	21

\$81,756

***A \$300 increase is added to the end of each Bachelor's column.

***A \$500 increase is added to the end of each Master's column.

**A one-time \$275 increment is awarded at step 20 of MA +24 or MA +32