

Professional Agreement

*2022 – 23 School Year
2023 – 24 School Year
2024 – 25 School Year*

Dated: December 15, 2021

*The Board of Education of the
Forrestville Valley School
District #221
and
The Forrestville Valley
Education Association*

INDEX

| | |
|---|----|
| PREAMBLE | 1 |
| ARTICLE I Recognition | 1 |
| ARTICLE II Employee Rights | 2 |
| ARTICLE III Board of Education Rights | 4 |
| ARTICLE IV No Strike Clause | 5 |
| ARTICLE V Grievance Procedure | 6 |
| ARTICLE VI Leaves | 9 |
| ARTICLE VII Professional Development | 15 |
| ARTICLE VIII Salary & Miscellaneous Benefits | 16 |
| ARTICLE IX Lesson Preparation / Teaching Overload | 20 |
| ARTICLE X Terms of Agreement | 21 |
| APPENDIX #1 Salary Schedule 2022 - 23 | 22 |
| APPENDIX #2 Salary Schedule 2023 - 24 | 23 |
| APPENDIX #3 Salary Schedule 2024 - 25 | 24 |
| APPENDIX #4 Differential Pay Schedule | 25 |

PREAMBLE

The Board of Education of the Forrestville Valley School District #221 and the Forrestville Valley Education Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff, and the professional teaching personnel.

ARTICLE I **Recognition**

- 1.1** The Board of Education of District #221, Ogle County, Forreston, Illinois, hereinafter referred to as the "Board". "Board," or "Board of Education" hereby recognizes the Forrestville Valley Education Association, hereinafter referred to as the "Exclusive Representatives," "Association," or "FVEA" affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiating representative for all regularly employed full and part-time personnel with a Professional Educator License without stipulation (formerly known as "certificate"), expressly excluding the Superintendent, Assistant Superintendent, if any, Principals, substitutes, and teacher aides.
- 1.2** The Board agrees not to negotiate with any teachers' organization other than the Exclusive Representatives for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiations.

ARTICLE II
Employee Rights

- 2.1** It shall be lawful for educational employees to organize, form, join, or assist in employee organizations or engage in lawful concerted activities for the purpose of collective bargaining or other representatives of their own free choice and, except as provided in Illinois statute, such employees shall also have the right to refrain from any or all such activities.
- 2.2** The Association shall be the exclusive representatives of all the employees in such unit to bargain on wages, hours, terms, and conditions of employment. However, any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is consistent with the terms of a collective bargaining agreement.
- 2.3** The Board shall place on the agenda as the first item for consideration under "New Business" any matters brought to its attention by the Association.
- 2.4** The President of the Association shall be given written or electronic notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.
- 2.5** Two copies of all Board of Education minutes shall be placed in the mailbox or emailed to the President of the Association as soon as they have been approved.
- 2.6** The Board agrees to furnish to the Association all available information contained in the budget, levy, and audit of the District.
- 2.7** The Association may send its President or designee to local, state, or national conferences or on other business pertinent to Association affairs for only two (2) days per year. The representative shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of the substitute. A written notification for leave shall be submitted to the Superintendent by the President of the Association.
- 2.8** Within thirty (30) days of ratification of the Agreement, the Board shall provide copies of the Agreement to the Association President(s) by electronic mail for distribution to each teacher in the District, and the Board shall post on the District's website.
- 2.9** The Association shall have the right to use school facilities and equipment except in the case of a strike.

- 2.10** Whenever a vacancy occurs, the Superintendent shall, within two (2) working days of when the vacancies occur, post a vacancy notice in all school buildings on the office bulletin boards and mail a copy to any District #221 teacher requesting such information and mail a notice to the FVEA President. In filling vacancies within the bargaining unit, the District shall consider all applications of presently employed staff members of District #221. Alternatively, at the Administration's option, a vacancy notice may be provided on the District's website and by electronic mail.
- 2.11** Faculty members may request that they not receive assignments as coaches or directors of extra-curricular activities. In the event a teacher seeks release from an extra-curricular assignment, the administration shall make an effort to find a replacement. Replacements will be recruited from, first, qualified District faculty, and second, qualified personnel from outside the District faculty. The Board's judgment as to the qualifications of replacement shall be final. If an extra-curricular replacement is not satisfactory for any reason, the Board may reassign the position to the faculty member who resigned for one additional season within that current assignment.

ARTICLE III
Board of Education Rights

- 3.1** It is understood and agreed that the Board possesses the sole right and authority to operate District #221 and direct the members of the Association, or any member of the certified teaching staff, including, all rights and authority exercised by the Board prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to:
- a)** To determine District #221's mission, policies, goals and to set forth all standards of service offered to the public;
 - b)** To plan, direct, control, and determine the operations or services to be conducted by the certified teaching staff;
 - c)** To determine the methods, means, number of personnel needed to carry out the mission, goals and aims of the Board;
 - d)** To hire and assign or to transfer the teaching staff within each department or among departments, or instructional related functions;
 - e)** To evaluate, promote, suspend, discipline, or discharge for cause;
 - f)** To lay-off or relieve instructional staff due to lack of work, lack of funds, or decreasing number of students;
 - g)** To make, publish, and enforce rules and regulations;
 - h)** To introduce new or improved methods, equipment or facilities;
 - i)** To contract out for goods and services;
 - j)** To schedule and assign teaching schedules, including the number of courses to be taught by each member of the certified teaching staff, including the time of day and week;
 - k)** To establish work and productivity standards;
 - l)** To assign additional hours of teaching beyond the regular school day, such as homebound;
 - m)** To require professional staff to maintain accurate grade and attendance records and provide the same upon request;
 - n)** To establish the yearly school calendar;
 - o)** To adopt a budget and purchasing policy.

ARTICLE IV
No Strike Clause

- 4.1** During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board.
- 4.2** The Association agrees to notify all Association officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 4.1 to return to work.
- 4.3** The Board may discharge or discipline any employee who violated Section 4.1 and any employee who fails to carry out his responsibilities under Section 4.2, and the Association will not resort to the Grievance Procedure on such employee's behalf. The Association agrees that the Board has the right to deal with any such slowdown, work stoppage, strike, or any other interference with work by imposing discipline including discharge or suspension without pay on any, some, or all of the employees participating therein, and/or any, some, or all of the officers of the Association who so participate as the Board may choose.
- 4.4** Nothing contained herein shall preclude the Board from obtaining judicial restraint and damages in the event of a violation of this Article.
- 4.5** The Board agrees not to have a lock out during the term of this Agreement on the condition that neither the Association nor its agents or any staff employee violates any provision of this Article.

ARTICLE V
Grievance Procedure

5.1 DEFINITIONS

- a) A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
- b) All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher employment days.

5.2 STATEMENT OF BASIC PRINCIPLES

- a) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.
- b) A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- c) The failure of a teacher or the Forrestville Valley Education Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- d) Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Forrestville Valley Education Association deems it necessary. When the presence of a teacher or administrator at a grievance hearing is requested by either party, illness, or other incapacity of the teacher or administrator shall be grounds for any necessary extension of grievance procedure time limit.
- e) In any instance where the Forrestville Valley Education Association is not represented in the grievance procedure, the Forrestville Valley Education Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

Any final disposition of grievance alleged by the Forrestville Valley Education Association to be in conflict with this Agreement shall be grievable by the Forrestville Valley Education Association.

- f) Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.
- g) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

5.3 PROCEDURES

- a) **FIRST STEP** -- An attempt shall be made to resolve any grievance in informal, verbal discussion with immediate superior within ten (10) school days of the occurrence.
- b) **SECOND STEP** -- If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, but within twenty (20) school days of the occurrence. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The Principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher, the Superintendent, and FVEA within twenty-five (25) school days of the occurrence.
- c) **THIRD STEP** -- In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file within thirty (30) school days of the occurrence a copy of the grievance with the Superintendent. Within thirty-five (35) school days of the occurrence, the aggrieved as desired, the Principal and the Superintendent, or his designee, shall meet to resolve the grievance. The Superintendent or his designee, shall file an answer within forty (40) school days of the occurrence and communicate it in writing to the teacher, the Principal, and the Forrestville Valley Education Association.
- d) **FOURTH STEP** -- If the grievance cannot be settled at the third step, the grievance shall be submitted to the Board of Education to be considered within sixty (60) school days of the occurrence. The aggrieved, acting independently or through the Forrestville Valley Education Association, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board of Education or by a subcommittee of the Board of Education, as the Board may designate.

- e) **FIFTH STEP** -- If the grievance is not resolved satisfactorily to the grieving teacher of the Forrestville Valley Education Association within twenty-five (25) days after submitting a grievance in step 4, or eighty-five (85) school days after the occurrence, there shall be available a fifth step of binding arbitration. The Forrestville Valley Education Association may submit, in writing, a request to enter into such arbitration to the American Arbitration Association which shall administer the process in accordance with its labor arbitration rules.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Forrestville Valley Education Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

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

Grievance proceedings will not be filed with the teacher's personnel file.

ARTICLE VI

Leaves

6.1 UNPAID LEAVES OF ABSENCE

Tenured teachers may be eligible for unpaid leaves of absence, subject to the general conditions for leave hereinafter provided and any other specific conditions which may apply as set forth in subparagraphs 6.1.1 (a) through (l) below.

- a) **PARENTAL/CHILD REARING** -- Any tenured teacher who has entered upon contractual continued service shall be entitled to parental/child-rearing without pay or other benefits subject to the general conditions of 6.1.1 below. The effective dates of the leave shall be determined pursuant to 6.1.1 except that the leave may extend for an additional semester beyond the balance of the semester in which it commences if the teacher requests. Nothing in this section shall be construed as requiring any teacher to apply for parental / child-rearing leave.

- b) **DISABILITY LEAVE** -- Any teacher who is temporarily disabled and has exhausted all available sick leave may apply for a disability leave without pay or other benefits (except as eligible under TRS) subject to the general conditions of 6.1.1. Such leave shall be for the period of temporary disability only. Any absence because of disability or incapacity for less than ninety (90) consecutive school days, or for less than ninety (90) out of one hundred twenty (120) school days from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence may be deemed a permanent disability. Permanent disability shall follow exhaustion of all sick leave accumulated, and Family and Medical Leave Act leave, followed by ninety (90) days of continuous absence or ninety (90) of one hundred twenty (120) days of intermittent absence. Subject to the foregoing criteria, a determination of temporary or permanent disability shall be made on a case-by-case basis.

- c) **SICK, PROFESSIONAL, SABBATICAL, AND GENERAL LEAVE** -- Any teacher may request such leaves without pay and other benefits for the named and such other purposes deemed appropriate and beneficial to the District as determined by the Board subject to the general conditions of 6.1.1 below and other contract provisions.

6.1.1 GENERAL CONDITIONS FOR LEAVES OF ABSENCE -- Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in 6.1 above is subject to the following general terms and conditions:

- a) **TIME LINES FOR REQUESTING LEAVES** -- Application for an unpaid leave shall be made in writing to the Superintendent or designee at least thirty (30) calendar days prior to the proposed start of the leave. An emergency request or other request when thirty (30) days' notice is not possible may be submitted with as much advance notice as possible under the circumstances and must state the basis for the emergency or inability to provide thirty (30) day notice. The application shall indicate the requested starting and ending dates of the leave.
- b) **MEDICAL SUBSTANTIATION** -- Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature and extent of the medical condition and expected date of return. Evidence from a qualified physician indicating the employee's ability to perform the assigned duties with or without reasonable accommodation shall be submitted prior to the return of any employee on an unpaid leave for personal medical reasons. The Board may require examination by a physician or other medical practitioner of its choosing, at Board expense. If a question exists concerning fitness to perform the assigned duties with reasonable accommodation, the judgment of the Board's submitted expert shall be determinative.
- c) **STRUCTURING OF LEAVE** -- After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval taking into consideration maintenance of continuity and quality of the related District program as a primary criteria, duration of the leave requested, availability of qualified substitutes and other pertinent time factors related to the request. Unless expressly agreed otherwise, leaves shall be for one school year. Other terms and conditions of the leave such as pro-ration of benefits, shall also be covered. Every effort shall be made to have leaves terminated prior to the start of the new school year. Such leaves shall commence upon the date agreed upon by the Superintendent or designee and the teacher or the actual date of disability, whichever shall first occur.
- d) **SICK LEAVE** -- Sick leave shall not be available or accrue during the period of any leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
- e) **INSURANCE BENEFITS** -- With the consent of the carrier, and subject to application of the F.M.L.A., a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the business office or elsewhere at the Board's direction.
- f) **EARLY RETURN FROM LEAVE** -- A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or his designee.

- g) NON-TENURED TEACHERS** -- A leave may be granted to a non-tenured teacher by action of the Board of Education, subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of The School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher may be considered to commence his or her first probationary year. The granting of a leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher and the Board's decision shall not be subject to the grievance process. Each request shall be judged on its own merit and shall be within the sole discretion of the Board.
- h) BOARD DISCRETION** -- Notwithstanding the general conditions set forth above, during the life of this Agreement, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of any unpaid leave or extension shall be non-precedential with respect to any other request for leave by a teacher in the District and the Board's decision shall not be subject to the grievance process. At the end of this Agreement's term, the Board will make a report of leave requests granted or denied during the contract term, and the reasons, therefore.
- i) ELIGIBILITY FOR FURTHER LEAVES** -- Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided only under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave granted under exceptional circumstances shall be without precedential effect.
- j) NOTICE OF INTENDED RETURN** -- In all instances where a teacher is granted a leave of absence of four (4) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or designee in writing no later than sixty (60) days prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.
- k) ADVANCEMENT ON SALARY SCHEDULE** -- Any teacher who teaches ninety-one (91) or more teaching days, including institute days, of the school term during which the leave (or any portion thereof) was taken, shall advance on the salary schedule as he or she would have had if the leave had not been granted. If the teacher does not teach ninety-one (91) days of the school term because of a leave, he or she shall not advance on the salary schedule for that year.
- l) RETURN FROM LEAVE** -- A teacher returning from leave will be assigned to a position for which the employee is qualified and for which a vacancy exists at the time the teacher returns.

6.2 SICK LEAVE

The Board shall grant full-time teachers sick leave not less in amount than twelve (12) days at full pay in each school year. If any teacher does not use the full amount of annual leave thus allowed, the amount shall accumulate to a maximum of three hundred eighty (380) days at full pay, including the leave of the current year. 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. The Board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth or as it may deem necessary in other cases.

- a)** For purposes of this section, "immediate family" shall include parents, step-parents, spouse, brothers, sisters, step-siblings, children, foster children, step-children, aunts, uncles, nieces, nephews, grandparents, step-grandparents, grandchildren, step-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- b)** Teachers may borrow sick days from the next year in the case where they have exhausted their current sick leave days. The limit would be twelve (12) days or their F.T.E. equivalent, whichever is less. Teachers with five (5) years of service to the District or less may borrow days one time. Teachers with more than five (5) years of service to the District may borrow days a maximum of three times. More days may be available with the Superintendent's approval. If the teacher should leave the District's employ before these days are repaid, the teacher must repay the District at his or her daily rate of pay* (rate of pay in the year in which the days were borrowed).

6.3 PERSONAL LEAVE

Teachers may use two (2) sick days for personal leave each school year. A sick day used for personal leave may be taken in half day increments. No reason for such leave need be given. A sick day used for personal leave shall not occur during semester exam days, building administration of state assessments, school improvement or curriculum development days, parent/teacher conference days, teacher institute days, or when the request extends Thanksgiving break, winter break, or spring break. The Superintendent may cap the number of teachers out of the district on any given day to three (3), due to substitute availability.

Requests for leave shall be considered in the order they are received in the District Office. Written advance notice of the request for personal leave shall be submitted to the Superintendent or his/her designee as soon as possible, but not less than twenty-four hours before the requested leave day.

The Superintendent or his/her designee may waive all restrictions to personal leave, including the twenty-four hour notice, extension of holidays/breaks, and allocation per year, according to his/her judgment.

6.4 SABBATICAL LEAVE

- a) Sabbatical leave may be granted for a period of at least four months but not in excess of one year.
- b) The purpose will be for study, research, or other purposes designed to improve the teacher's effectiveness in the school system.
- c) An applicant must have a valid teaching Professional Educator License and must be a tenured teacher within the system.
- d) The teacher must return and teach at least one year in the Forrestville Valley School District.

6.5 AUTHORIZED UNPAID LEAVE

Any unpaid leave of absence that is taken by a teacher that has been authorized by the Superintendent and/or Board of Education will result in the loss of 1/180 of that teacher's salary.

6.6 MISUSE OF LEAVE

Any teacher who attempts to use leave for any purpose other than those prescribed by law or this Agreement will lose 1/180 of that teacher's annual salary plus payment for the substitute teacher for each day of school missed.

6.7 FAMILY & MEDICAL LEAVE ACT

All leaves taken pursuant to the Agreement will be taken concurrently with any Family and Medical Leave Act (F.M.L.A.) or other statutory leave. The Board retains the power to assign employees returning from leave to alternate positions as may be permitted by the F.M.L.A., to require employees to take paid leaves or to substitute available paid sick leave for unpaid leave exceeding three (3) days duration, to obtain a second physician's opinion on the granting of the leave, to require a physician's certification of fitness to return to work, to require thirty (30) days' notice, if practicable, before taking any extended leave, to limit the concurrent leaves of spouses who are employed by District consistent with the F.M.L.A. to recover health insurance or insurance premiums if any employee fails to return from leave, absent illness related reasons, as well as any other right or power reserved to employers under F.M.L.A. or other laws not specifically enumerated therein.

Where applicable, the leave provisions of Article 6 shall be construed in accordance with Board Policy regarding the Family and Medical Leave Act except that such Board Policy shall not be interpreted so as to diminish the rights of employees as provided by this Agreement.

6.8 FUNERAL/BEREAVEMENT LEAVE

An employee shall be granted up to three (3) days per occurrence of Funeral/Bereavement Leave for the death of a member of the immediate family without deduction from accumulated sick leave. Additional days may be taken with the approval of the Superintendent as sick leave for bereavement purposes.

A teacher may use up to one sick day for funeral/bereavement purposes for any individual not defined as "immediate family" with the approval of the Superintendent.

For purposes of this section, "immediate family" shall include parents, step-parents, spouse, brothers, sisters, step-siblings, children, foster children, step-children, aunts, uncles, nieces, nephews, grandparents, step-grandparents, grandchildren, step-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. [Source: Illinois School Code 2000 -- 105 ILCS 5/24-6.]

6.9 JURY DUTY

Teachers shall not incur any loss in salary because of Jury Duty or because pursuant to a subpoena issued by the clerk of a court and served on such teacher, the teacher attends as a witness upon a trial or to have his or her deposition taken in any school-related matter pending in court.

ARTICLE VII
Professional Development

7.1 Teachers shall develop an **Individual Professional Development Plan (IPDP)** and submit that plan to their building principal for approval near the beginning of each school year, as announced by the building principal. **IPDP** will meet a number of professional needs, such as:

- a) Serve as a component of each teacher's annual Performance Evaluation(s);
- b) Support Professional Development activities and Certificate Renewal Plan.

Each teacher will be allowed reimbursement up to a maximum of \$1,000 per FTE per year for expenses related to the implementation of each teacher's Individual Professional Development Plan.

During the school term, teachers are limited to two (2) days of absence for Professional Development activities that are reimbursed by IPDP.

Deadline for submitting receipts of IPDP reimbursements will be announced by the building Principal, usually the second Friday of the new school term.

Unobligated funds will be available to the teachers who have additional professional development expenses up to an additional \$500 annually.

An accounting of IPDP funds used the previous school year will be shared with the FVEA by October 15th each year.

These funds can be used for the following:

- Curriculum Planning & Development
- Professional Development Workshops
- New Program Development
- Inservice Programs
- Vertical Articulation Meetings
- Tuition Payment for Approved Studies
- Updating School Improvement Plans
- Teacher Recertification
- Approved Coursework Towards a Degree

ARTICLE VIII
Salary & Miscellaneous Benefits

8.1 All teachers hired by this Board shall be placed on the Salary Schedule in accordance with their experience and education. The Salary Schedules for the 2022 - 23, 2023 - 24, and 2024 - 25 school years shall be as set forth in Appendixes #1, #2, and #3. The Differential Pay Schedule is attached marked Appendix #4.

a) EXCEPTIONS TO THIS ARE:

- 1) During the regular school year, part-time teachers shall be hired and paid a salary pro-rated on the Salary Schedule in relation to the fractional part of the day taught. Summer employment compensation shall be determined by the Board of Education.
- 2) The Board reserves the right to hire a new teacher at a rate higher than that shown on the Salary Schedule, when in the opinion of the Board, such action is necessary for the welfare of the school system.
- 3) Full credit is given on the Salary Schedule for years of full-time experience outside of the Unit District #221. (Full-time is interpreted to be 176 regular and complete school days in one school year.)
- 4) Regarding the Differential Schedule, credit will only be given for years' experience equal to or greater than the level for which the new employee is responsible.
- 5) A coach or sponsor already an employee of the district will receive all of his or her previously earned years of credit in said activity while serving the Forrestville Valley School District, provided annual evaluations were satisfactory or better.

8.2 ADVANCEMENT ON THE SALARY SCHEDULE

Teachers can enter another salary column after the completion of the required hours of graduate credits pre-approved by the Superintendent as follows:

- a) Teachers must submit written requests for pre-approval of graduate credits and/or master's degree programs to the Superintendent for approval, prior to beginning course work. Criteria for approval will be shared with teachers at the beginning of each school year.
- b) Teachers will be allowed to take a maximum of 6 graduate hours per semester. Teachers are capped to movement of no more than 2 salary columns from one school year to the next, regardless of semester hours accumulated.

- c) All courses must be graduate credit but are not required to be part of a master's degree program. However, in the scenario where credits are required to permit teaching another subject area as needed by the school district and prescribed by the Superintendent, undergraduate hours may be approved.
- d) Superintendent may waive graduate credit requirement or graduate hour limits per semester according to Superintendent's judgement.
- e) Submission of official transcript for coursework qualifying for salary advancement must be submitted to the Superintendent no later than September 1st.

8.3 LONGEVITY PAY

A longevity payment of \$3,000 annually will be given to teachers in the bottom of the Masters + 32, Step 18 column. This payment will apply only to those individuals who have not moved horizontally or vertically on the salary schedule for that school year.

8.4 TEACHER STIPEND

- a) Each faculty member will be provided a \$800 teacher stipend (based on F.T.E.) to use as they see fit to meet their priority needs each year during the term of the Agreement. This will be paid on the first day of staff attendance.
- b) Each teacher who is tenured on the first day of school will receive a \$1,500 stipend (based on FTE). This stipend will be paid in the last pay cycle in June.

8.5 PAYMENT

- a) Salaries will be paid at least twice a month on a twelve (12) month basis.
- b) The school calendar shall consist of the number of days set forth by Illinois School Code. Teachers may not be assigned teaching duties outside of this number of days.

8.6 TRS CONTRIBUTIONS

Pursuant to Section 414(h) of the Internal Revenue Code, the Board will pay the first 9.4% of T.R.S. and first .88% of T.H.I.S. Any subsequent increases will be prorated at 75% paid by the Board and 25% paid by the Employee.

8.7 HEALTH, DENTAL, LIFE INSURANCE

- a) The Board shall offer at least one health and dental insurance package, and the Board will pay at least 85% of the single premium. Dental insurance coverage may be taken independent of health insurance coverage.

- b) The Board will provide a \$20,000 Term Life Insurance Policy for all employees whether or not they choose to participate in the Health Insurance Plan. The Board will provide an opportunity for staff members to purchase additional Life Insurance at their own expense through a Group Life Insurance Plan.

8.8 PAYROLL DEDUCTIONS

The Board shall make available, to members of the professional staff, a payroll deduction for the following associations: Unified dues for the Forrestville Valley Education Association, Illinois Education Association, and the National Education Association. This will take place over a ten-month period.

8.9 TRAVEL ALLOWANCES

All approved travel shall be reimbursed at the mileage rate established by the Internal Revenue Service.

8.10 ADDITIONAL TEACHING PAY

Teachers completing additional duties outside of the normal school day shall be paid \$20/hour for compensation for the term of the Agreement. Teachers who work additional hours of teaching beyond the normal school day, including homebound and summer school teaching, shall be paid \$35/hour for the term of the Agreement.

8.11 TEACHER SUBSTITUTING

Teachers assigned additional hours during their prep time to fill in as a substitute for another teacher in the District shall be paid the following:

| | | |
|---|---|------|
| Junior / Senior High School -- 40 Minute Period | → | \$20 |
| Elementary School -- 1 Hour | → | \$30 |

The Principals may require a staff member to take an assignment as needed; however, efforts should be made to rotate assignments as much as possible.

8.12 NOTIFICATION OF RETIREMENT

Effective and available at the start of this Agreement, a voluntary notice of retirement benefit will be available to certified staff. To be eligible for any retirement benefit, certified employees must meet the following criteria:

- Retire from the district pursuant to the rules and regulations of the Illinois Teacher Retirement System
- Be at least 55 years of age and have at least thirty-five (35) years of credible service recognized by TRS system; OR be at least 60 years of age and have at least twenty-five (25) years of credible service recognized by TRS system at time of retirement
- Be continuously employed full-time by Forrestville Valley School District for a minimum of fifteen (15) years

Employees who are currently receiving TRS benefits or other benefits from a previous agreement are not eligible for any benefits under this contract agreement.

Benefits:

- Certified staff who submit an irrevocable notice of retirement for Board Approval by April 1st prior to the start of their final school year of employment will receive \$5,000.
- Certified staff who submit an irrevocable notice of retirement for Board Approval by April 1st prior to the start of their final two school years will receive \$10,000 over two years.
- Payments will be made during regularly scheduled pay periods during final year(s). Any benefit that exceeds the current TRS 6% penalty cap will be paid in a lump sum payment 30 days after the issuance of the final paycheck.

Limitations:

- The teacher must verify eligibility of retirement by providing the Board with a TRS Benefit Report with the teacher retirement notification.
- The Board shall not be obligated to pay any benefit that would subject the Board to a TRS penalty under legislation, Pension Code, or TRS rules to include penalty for exceeding the TRS salary cap during final year(s) of employment.
- The teacher acknowledges the retirement is final and irrevocable unless the teacher requests an approval to withdraw such benefit. Upon Board Approval of such request, the Board agrees to withdraw and cancel the request for retirement. If any benefit payments were made prior to board approval, the certified staff member must repay all benefits in full.
- The Board may limit the number of approved retirement requests to fifty percent (50%) of those eligible. Any such limitation shall be on the basis of seniority.

ARTICLE IX

Lesson Preparation Time / Teaching Overload

9.1 Junior / Senior High School Teachers will have one (1) lesson preparation block / period per day with no supervision duties during student contact hours. In the event that a teacher's load causes a lack of lesson preparation time, the teacher shall be compensated at 7% of his or her daily rate of pay for each semester.

Elementary Teachers will have an average of thirty (30) minutes per day each week with no supervision duties during student contact hours for lesson preparation. When the schedule requires the classroom teacher to give up their average of thirty (30) minutes per day each week of lesson preparation time, he or she shall be compensated at the rate of \$30 per hour.

ARTICLE X
Terms of Agreement

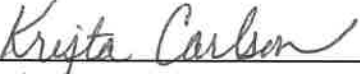
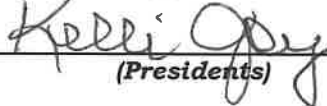
- 10.1** This Agreement shall be effective as of the 1st day of July, 2022, and shall remain in full force and effect until the 30th day of June, 2025, and shall be automatically renewed from year to year unless either party shall provide to the other party a written demand to bargain. Such written demand to bargain shall be made before March 1st of the final year of this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor Agreement. However, after the expiration date of this Agreement, no experience step increases, nor education lane increases provided in the current Agreement shall be granted during the period of contract negotiations for a successor agreement.
- 10.2** The Agreement contains the entire Agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution hereof and not set forth herein.
- 10.3** This Agreement terminates and cancels all collective bargaining agreements made between the parties hereto prior to the date of execution hereof.
- 10.4** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands, and proposals for the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of each or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement dated and ratified on the 15TH day of December, 2021.

BOARD OF EDUCATION, DISTRICT #221

FORRESTVILLE VALLEY EDUCATION ASSOCIATION

BY: 
(Vice-President)

BY: 
BY: 
(Presidents)

APPENDIX #1
Salary Schedule for 2022 - 2023

| Step | BS | BS+8 | BS+16 | BS+24 | BS+32 | | MS+16 | MS+24 | MS+32 |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | | | | MS | MS+8 | | | |
| 1 | \$37,866 | \$39,381 | \$40,896 | \$42,410 | \$43,925 | \$45,440 | \$46,954 | \$48,469 | \$49,984 |
| 2 | \$39,381 | \$40,896 | \$42,410 | \$43,925 | \$45,440 | \$46,954 | \$48,469 | \$49,984 | \$51,498 |
| 3 | \$40,896 | \$42,410 | \$43,925 | \$45,440 | \$46,954 | \$48,469 | \$49,984 | \$51,498 | \$53,013 |
| 4 | \$42,410 | \$43,925 | \$45,440 | \$46,954 | \$48,469 | \$49,984 | \$51,498 | \$53,013 | \$54,528 |
| 5 | \$43,925 | \$45,440 | \$46,954 | \$48,469 | \$49,984 | \$51,498 | \$53,013 | \$54,528 | \$56,042 |
| 6 | \$45,440 | \$46,954 | \$48,469 | \$49,984 | \$51,498 | \$53,013 | \$54,528 | \$56,042 | \$57,557 |
| 7 | \$46,954 | \$48,469 | \$49,984 | \$51,498 | \$53,013 | \$54,528 | \$56,042 | \$57,557 | \$59,072 |
| 8 | \$48,469 | \$49,984 | \$51,498 | \$53,013 | \$54,528 | \$56,042 | \$57,557 | \$59,072 | \$60,586 |
| 9 | \$49,984 | \$51,498 | \$53,013 | \$54,528 | \$56,042 | \$57,557 | \$59,072 | \$60,586 | \$62,101 |
| 10 | \$51,498 | \$53,013 | \$54,528 | \$56,042 | \$57,557 | \$59,072 | \$60,586 | \$62,101 | \$63,616 |
| 11 | \$54,528 | \$56,042 | \$57,557 | \$59,072 | \$60,586 | \$62,101 | \$63,616 | \$65,130 | \$66,645 |
| 12 | | \$57,557 | \$59,072 | \$60,586 | \$62,101 | \$63,616 | \$65,130 | \$66,645 | \$68,160 |
| 13 | | | \$60,586 | \$62,101 | \$63,616 | \$65,130 | \$66,645 | \$68,160 | \$69,674 |
| 14 | | | | \$63,616 | \$65,130 | \$66,645 | \$68,160 | \$69,674 | \$71,189 |
| 15 | | | | | \$66,645 | \$68,160 | \$69,674 | \$71,189 | \$72,704 |
| 16 | | | | | | \$69,674 | \$71,189 | \$72,704 | \$74,218 |
| 17 | | | | | | | \$72,704 | \$74,218 | \$75,733 |
| 18 | | | | | | | | \$75,733 | |

APPENDIX #2
Salary Schedule for 2023 - 2024

| Step | BS | BS+8 | BS+16 | BS+24 | BS+32 MS | MS+8 | MS+16 | MS+24 | MS+32 |
|------|----------|----------|----------|----------|-------------|----------|----------|----------|----------|
| 1 | \$38,624 | \$40,169 | \$41,714 | \$43,259 | \$44,804 | \$46,349 | \$47,894 | \$49,438 | \$50,983 |
| 2 | \$40,169 | \$41,714 | \$43,259 | \$44,804 | \$46,349 | \$47,894 | \$49,438 | \$50,983 | \$52,528 |
| 3 | \$41,714 | \$43,259 | \$44,804 | \$46,349 | \$47,894 | \$49,438 | \$50,983 | \$52,528 | \$54,073 |
| 4 | \$43,259 | \$44,804 | \$46,349 | \$47,894 | \$49,438 | \$50,983 | \$52,528 | \$54,073 | \$55,618 |
| 5 | \$44,804 | \$46,349 | \$47,894 | \$49,438 | \$50,983 | \$52,528 | \$54,073 | \$55,618 | \$57,163 |
| 6 | \$46,349 | \$47,894 | \$49,438 | \$50,983 | \$52,528 | \$54,073 | \$55,618 | \$57,163 | \$58,708 |
| 7 | \$47,894 | \$49,438 | \$50,983 | \$52,528 | \$54,073 | \$55,618 | \$57,163 | \$58,708 | \$60,253 |
| 8 | \$49,438 | \$50,983 | \$52,528 | \$54,073 | \$55,618 | \$57,163 | \$58,708 | \$60,253 | \$61,798 |
| 9 | \$50,983 | \$52,528 | \$54,073 | \$55,618 | \$57,163 | \$58,708 | \$60,253 | \$61,798 | \$63,343 |
| 10 | \$52,528 | \$54,073 | \$55,618 | \$57,163 | \$58,708 | \$60,253 | \$61,798 | \$63,343 | \$64,888 |
| 11 | \$55,618 | \$57,163 | \$58,708 | \$60,253 | \$61,798 | \$63,343 | \$64,888 | \$66,433 | \$67,978 |
| 12 | \$58,708 | \$60,253 | \$61,798 | \$63,343 | \$64,888 | \$66,433 | \$67,978 | \$69,523 | \$71,068 |
| 13 | \$61,798 | \$63,343 | \$64,888 | \$66,433 | \$67,978 | \$69,523 | \$71,068 | \$72,613 | \$74,158 |
| 14 | \$64,888 | \$66,433 | \$67,978 | \$69,523 | \$71,068 | \$72,613 | \$74,158 | \$75,703 | \$77,248 |
| 15 | \$67,978 | \$69,523 | \$71,068 | \$72,613 | \$74,158 | \$75,703 | \$77,248 | | |
| 16 | \$71,068 | \$72,613 | \$74,158 | \$75,703 | \$77,248 | | | | |
| 17 | \$74,158 | \$75,703 | \$77,248 | | | | | | |
| 18 | \$77,248 | | | | | | | | |

APPENDIX #3
Salary Schedule for 2024 - 2025

| Step | BS+32 | | | | | | | | |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | BS | BS+8 | BS+16 | BS+24 | MS | MS+8 | MS+16 | MS+24 | MS+32 |
| 1 | \$39,396 | \$40,972 | \$42,548 | \$44,124 | \$45,700 | \$47,276 | \$48,851 | \$50,427 | \$52,003 |
| 2 | \$40,972 | \$42,548 | \$44,124 | \$45,700 | \$47,276 | \$48,851 | \$50,427 | \$52,003 | \$53,579 |
| 3 | \$42,548 | \$44,124 | \$45,700 | \$47,276 | \$48,851 | \$50,427 | \$52,003 | \$53,579 | \$55,155 |
| 4 | \$44,124 | \$45,700 | \$47,276 | \$48,851 | \$50,427 | \$52,003 | \$53,579 | \$55,155 | \$56,731 |
| 5 | \$45,700 | \$47,276 | \$48,851 | \$50,427 | \$52,003 | \$53,579 | \$55,155 | \$56,731 | \$58,306 |
| 6 | \$47,276 | \$48,851 | \$50,427 | \$52,003 | \$53,579 | \$55,155 | \$56,731 | \$58,306 | \$59,882 |
| 7 | \$48,851 | \$50,427 | \$52,003 | \$53,579 | \$55,155 | \$56,731 | \$58,306 | \$59,882 | \$61,458 |
| 8 | \$50,427 | \$52,003 | \$53,579 | \$55,155 | \$56,731 | \$58,306 | \$59,882 | \$61,458 | \$63,034 |
| 9 | \$52,003 | \$53,579 | \$55,155 | \$56,731 | \$58,306 | \$59,882 | \$61,458 | \$63,034 | \$64,610 |
| 10 | \$53,579 | \$55,155 | \$56,731 | \$58,306 | \$59,882 | \$61,458 | \$63,034 | \$64,610 | \$66,186 |
| 11 | \$56,731 | \$58,306 | \$59,882 | \$61,458 | \$63,034 | \$64,610 | \$66,186 | \$67,762 | \$69,337 |
| 12 | | \$59,882 | \$61,458 | \$63,034 | \$64,610 | \$66,186 | \$67,762 | \$69,337 | \$70,913 |
| 13 | | | \$63,034 | \$64,610 | \$66,186 | \$67,762 | \$69,337 | \$70,913 | \$72,489 |
| 14 | | | | \$66,186 | \$67,762 | \$69,337 | \$70,913 | \$72,489 | \$74,065 |
| 15 | | | | | \$69,337 | \$70,913 | \$72,489 | \$74,065 | \$75,641 |
| 16 | | | | | | \$72,489 | \$74,065 | \$75,641 | \$77,217 |
| 17 | | | | | | | \$75,641 | \$77,217 | \$78,793 |
| 18 | | | | | | | | \$78,793 | |

APPENDIX #4
Differential Pay Schedule
July 1, 2022 - June 30, 2025

FORRESTVILLE VALLEY SCHOOL DISTRICT #221 DIFFERENTIALS

| POSITION | PERCENTAGE | POSITION | PERCENTAGE |
|--|------------|---|----------------------------|
| FHS Football -- Head Varsity | 12.25% | FHS Band Director | 12.0% |
| FHS Football -- Assistants | 9.5% | FHS Chorus Director | 12.0% |
| FHS Volleyball -- Head Varsity | 12.25% | FHS Musical/Variety Show Drama Director | 2.5% |
| FHS Volleyball -- Assistants | 9.5% | FHS Scenery/Sets | 1.5% |
| FHS Golf -- Head Varsity | 9.0% | FHS Costumes/Makeup/Etc. | 1.0% |
| FHS Basketball -- Boys' Head Varsity | 12.75% | FHS Madrigal Drama Director | 1.5% |
| FHS Basketball -- Boys' Assistants | 9.5% | FHS Weight Room Coordinator | \$1,000 |
| FHS Basketball -- Girls' Head Varsity | 12.75% | FHS FFA Advisor | 12.75% |
| FHS Basketball -- Girls' Assistants | 9.5% | FHS Fall Play Director | 2.5% |
| FHS Track -- Boys' Head Varsity | 10.0% | FHS National Honor Society | 1.0% |
| FHS Track -- Boys' Assistants | 7.5% | FHS Servant Leadership Sponsor | 1.0% |
| FHS Track -- Girls' Head Varsity | 10.0% | Instructional Coaches | \$ 1500 |
| FHS Track -- Girls' Assistants | 7.5% | Lunch Duty \$10 / period | \$10 / period + free lunch |
| FHS Baseball -- Head Varsity | 10.0% | | |
| FHS Baseball -- Assistants | 7.5% | | |
| FHS Softball -- Head Varsity | 10.0% | | |
| FHS Softball -- Assistants | 7.5% | | |
| FHS Cheerleader Sponsor | 6.0% | | |
| FHS Dance Sponsor | 3.5% | | |
| FHS Color Guard | 3.0% | | |
| FHS Scholastic Bowl Sponsor | 2.0% | | |
| FHS Scholastic Bowl Sponsor -- Assistant | 1.0% | | |
| FHS Student Council Advisor | 2.5% | | |
| FHS Art Director | 2.0% | | |
| FHS Yearbook Advisor | 3.5% | | |
| FHS Freshmen Class Advisors | .75% | | |
| FHS Sophomore Class Advisors | .75% | | |
| FHS Junior Class Advisors | 2.0% | | |
| FHS Senior Class Advisors | 2.0% | | |

| POSITION | PERCENTAGE | POSITION | PERCENTAGE |
|--|----------------------------|--------------------------------|--------------|
| FJH Football Program Head Coach | 7.25% | Elementary Mentor Coordinators | \$1,000 Each |
| FJH Football Program Asst. Coach | 5.5% | | |
| FJH Volleyball -- 7th Grade Head Coach | 7.25% | | |
| FJH Volleyball -- 8th Grade Head Coach | 7.25% | | |
| FJH Volleyball -- 7th & 8th Asst. Coach | 5.5% | | |
| FJH Basketball -- Boys' 7th Head Coach | 7.25% | | |
| FJH Basketball -- Boys' 8th Head Coach | 7.25% | | |
| FJH Basketball -- 7th & 8th Asst. Coach | 5.5% | | |
| FJH Basketball -- Girls' 7th Head Coach | 7.25% | | |
| FJH Basketball -- Girls' 8th Head Coach | 7.25% | | |
| FJH Basketball -- 7th & 8th Asst. Coach | 5.5% | | |
| FJH Track -- Boys' Head Coach | 7.25% | | |
| FJH Track -- Girls' Head Coach | 7.25% | | |
| FJH Track -- Boys' & Girls' Asst. Coach | 5.5% | | |
| FJH Cheerleader Sponsor | 3.0% | | |
| FJH Band Director | 3.0% | | |
| FJH Chorus Director | 2.0% | | |
| FJH Academic Bowl Sponsor | 1.0% | | |
| FJH Student Council Advisors at each of the 6th, 7th, & 8th grade levels | 1.0% | | |
| Lunch Duty | \$10 / period + free lunch | | |
| | | | |
| | | | |
| | | | |