

COLLECTIVE BARGAINING AGREEMENT

between the

BOARD OF EDUCATION OF MEDINAH SCHOOL DISTRICT NO. 11

And

MEDINAH EDUCATION ASSOCIATION IEA/NEA

**2023-24**

**2024-25**

**2025-26**

**2026-27**



Medinah School District No. 11  
700 E. Granville Avenue  
Roselle, Illinois 60172  
(630) 893-3737

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## ARTICLE I.

### RECOGNITION

The BOARD OF EDUCATION OF MEDINAH SCHOOL DISTRICT NO. 11, DuPage County, Illinois, (hereinafter referred to for convenience as the "BOARD") hereby recognizes the MEDINAH EDUCATION ASSOCIATION, IEA/NEA (hereinafter referred to for convenience as the "ASSOCIATION") as the exclusive representative of the following employees:

- 1) all full and part-time certified employees hereinafter referred to as "teacher(s)" except the following: the Superintendent, Building Principals, Bi-Lingual Director, Administrative Assistant and other confidential, managerial and supervisory employees as defined by the Illinois Educational Labor Relations Act.
- 2) all full and part-time teacher assistants and paraprofessionals, referred as Educational Support Staff (ESP) except: 1) any temporary employee (defined as a person hired for a position which lasts for a period of four (4) months or less or as a temporary replacement); and 2) any employee whose regular work day is less than three (3) hours per day.

For purposes of this Agreement a full-time employee shall be defined as a person who works six (6) or more hours per day. A part-time employee shall be defined as a person who works at least three (3) but not more than six (6) hours per day.

Unless noted otherwise "Employee" for purposes of this agreement shall refer to Teacher and Paraprofessional.

## ARTICLE II.

### **BOARD RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To appoint, direct, assign, transfer, evaluate and promote all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, dismissal or demotion.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class and work schedules, the hours of instruction and other work, and the duties, responsibilities and assignments of Teachers and other employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board shall be limited only by the specific express terms of this Agreement.

### **ARTICLE III.**

#### **ASSOCIATION RIGHTS**

##### **A. BOARD COMMUNICATION**

A copy of Board meeting agenda and approved Board minutes will be available in each building and be provided to the Association President.

##### **B. ASSOCIATION LEAVE**

Each delegate (2) representative shall be excused without loss of pay for attendance at the Illinois Education Association Representative Assembly, providing such attendance is not for more than two days, and that written request for such leave has been submitted by the Association to the Superintendent. An additional yearly maximum of five (5) days of leave will be granted provided the frequency of excused leaves does not impair the quality of classroom instruction and that written request for leave has been submitted by the Association to the Superintendent for approval and substitute Teachers can be secured for the absence.

As needed and mutually agreed upon, the Association President will be given release time to meet with the Superintendent.

## ARTICLE IV.

### GRIEVANCE PROCEDURES

- A. **Definition.** A grievance is defined as a written complaint or claim by an employee that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement. The written grievance submitted at Step 1 (Supervisor) shall include a statement of the facts which the grievant alleges supports his/her grievance.
- B. **Representation.** The Board acknowledges the right of a grievant to be assisted by the Association at any step of the grievance procedure. The Association acknowledges the right of any member of the Administration to receive assistance as desired at any step of the grievance procedure. At any step of the grievance procedure prior to Step 3, the grievant may maintain the grievance without assistance or representation. The Association may state its views regarding the resolution or adjustment of any grievance where the Association is not representing the grievant.
- C. **Time Limits.** After the conclusion of the regular school calendar, all time guidelines herein expressed as school days shall be business days. A business day is defined as a day on which the District Administrative Office is open for business. Unless time limits are extended by mutual written consent of the grievant and the Superintendent, the failure of the grievant or the Association, when representing the grievant, to act on a grievance within the prescribed time limits will act as a bar to any further appeal. An Administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written consent.
- D. **Procedures.**
- Informal Step:** The grievance must be initiated by the individual or by the MEA within 10 days after the complainant knew or should have known about the event.
- Step 1 (Supervisor):** If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to the employee's Supervisor no later than fifteen (15) school days after the completion of the informal step. The Supervisor shall conduct a meeting within ten (10) school days after receipt of the grievance with the grievant and the Association and any person whose assistance the Supervisor requests.

The Supervisor shall have five (5) school days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the grievant and the Association. Such memorandum shall contain the reasons upon which the disposition of the grievance is based.

**Step 2 (Superintendent):** If the grievant is not satisfied with the disposition of the grievance at Step 1, or if Step 1 time limits expire without the issuance of the Supervisor's memorandum, the grievant may submit the grievance to the Superintendent in writing within fifteen (15) school days of the issuance of the Supervisor's decision or the expiration of the time for the issuance of a decision. The Superintendent or his/her designee shall within ten (10) school days conduct a meeting and the same parties may be present as were present in Step 1. The Superintendent or his/her designee shall have ten (10) school days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the grievant. Such memorandum shall contain the reasons upon which the disposition of the grievance is based.

**Step 3 (Arbitration):** If the grievance is not resolved satisfactorily at Step 2, there shall be available a fourth step of impartial binding arbitration. The grievant and the Association shall submit a written request for arbitration to the American Arbitration Association within thirty (30) calendar days of issuance of the Step 2 memorandum of disposition. An Arbitrator shall be selected from the American Arbitration Association in accordance with its voluntary labor tribunal rules.

Each party shall be entitled to representation and witnesses. Questions of arbitrability shall be decided by the arbitrator as a preliminary matter prior to convening the hearing on the merits of the employee's claim. The arbitrator shall have no power to amend, modify, nullify, ignore, add or alter the terms of this Agreement, nor to make any award void or prohibited by law (statutory, decisional or regulatory).

The cost of the arbitrator shall be shared equally by the Association and the Board. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. If the arbitrator should request a transcript of the proceedings, the cost thereof shall be shared equally by the Association and the Board.

- E. **Released Time.** Should the investigation of any grievance require, in the sole judgment of the Superintendent, that an employee be released from his/her regular assignment, he/she will be released without loss of pay or benefits. Should the maintenance or conduct of any arbitration hearing require the presence of testimony or a bargaining unit employee, such employee shall be released without loss of pay or benefits.
- F. **No reprisals.** The Board agrees to take no reprisals against any person for his/her participation in the grievance process. The Association agrees to take no

reprisals against any person because of his/her participation or refusal to participate in the grievance process.

- G. **Election of Remedy**. Should any member of the bargaining unit commence an action against the Board and/or any of its employees or agents individually or collectively, before any State or Federal Administrative Agency, Court or Tribunal, alleging a violation of any of the rights granted or enumerated in this Agreement, or charging the Board or any of its employees or agents with any actions or conduct which could constitute a violation of any of the rights granted or enumerated in this Agreement, said proceeding shall act as a bar to the commencement or further proceeding of any grievance filed which alleges as its subject matter a violation of this Agreement which is based on such actions or conduct.



## ARTICLE V.

### EVALUATION PROCESS: DESCRIPTION AND TIMELINE

#### **A. Observations**

1. Pursuant to the School Code, non-tenured teachers are to be evaluated at least once a year while tenured teachers are to be evaluated at least once every two years (with the caveat that tenured teachers rated “Needs Improvement” or “Unsatisfactory” must be evaluated at least once in the school year following their “Needs Improvement” or “Unsatisfactory” rating).
2. The district must provide for annual, beginning-of-the-year notices to teachers who are to be evaluated that year. In particular, by the first day students are required to be in session, the District must provide a written notice (electronically or paper) to each teacher who will undergo a performance evaluation that school year.
3. If a teacher is hired after the start of the school year, the district must provide written notice to that teacher within 30 days after their contract is executed.
4. A copy of the Teacher Evaluation Plan must be included with the written notice. Please find the Teacher Evaluation Plan in each workroom, also in shared drive.

#### **B. Minimum Number of Formal and Informal Observations**

1. Tenured teachers who were rated “Excellent” or “Proficient” on their last evaluation must be observed at least three times, two of which must be formal.
2. Tenured teachers who were rated “Needs Improvement” or “Unsatisfactory” on their last evaluation must be observed at least four times, two of which must be formal.
3. Non-tenured teachers must be evaluated at least five times, three of which must be formal.

#### **C. Informal Observation Steps**

1. Evaluators will use the **Informal Form** for the purpose of documenting observed, evidence-based teaching practices in a variety of settings.

2. The evidence gathered from the informal observation will be used to guide and/or reinforce effective professional practices.
3. The evidence gathered during informal observations will be considered in determining the teacher's rating.
4. In order to use an informal observation when drafting a summative rating, the teacher must be provided feedback in writing. If the teacher has provided feedback in writing, the District must inform the teacher that they have the opportunity to have an in-person discussion with the evaluator following the receipt of the informal evaluation form.
5. The evidence from the informal observation can be used as part of formative conversations and will be included in the determination of the summative rating.
6. The teacher will receive a copy of the **Informal Form**, as filled out by the evaluator, within three school days of the informal observation. He/she has the opportunity to have a face to face meeting with the evaluator if they would like one.

#### **D. Formal Observation Steps: Pre-Observation Conference, Observation, and Post-Observation Conference**

1. Pre-Observation Steps:
  - a. Mutually agreed upon dates for the pre-observation conference, the formal observation, and the post-observation conference with the evaluator. However, the District retains the right to select dates for pre-observation conferences, formal evaluations, and post-observation conferences.
  - b. The teacher will turn in the completed **Pre-Observation Conference Form**.
  - c. During the pre-observation conference, the evaluator and teacher will discuss the **Pre-Observation Conference Form** and any areas on which the evaluator should focus on during the observation.
2. Observation/Post-Observation Steps:

- a. The evaluator will document the observation of teaching and will provide the **Formal Observation Notes** to the teacher 24-hours before the post-observation meeting.
- b. The Post-Observation meeting will take place within one calendar week of the formal observation.
- c. The teacher will complete and be prepared to discuss the lesson using the **Post-Observation Discussion Guide** as a reflection resource.
- d. The **Formal Observation Notes and Post-Observation Conversation Guide**, along with any other instructional artifacts (as appropriate), will be used during the post-observation conference as conversation resources between the teacher and evaluator.
- e. The evaluator will have the form completed prior to the conference (ISBE rules require written feedback after a formal observation).

### 3. Summative Conference Steps:

- a. Prior to the Summative Conference, the teacher's evaluator will complete the Summative Rating Form and specify the teacher's strengths and weaknesses, with supporting reasons for the comments made and consider attendance.
- b. A summative conference will be held upon completion of the formal observation process as specified on non-tenured/tenured process charts. The teacher will be given one week's notice prior to the meeting.
- c. The teacher and evaluator will review the evidence collected in Domains 1-4.
- d. The evaluator will provide the teacher with a draft of the **Summative Rating Form** prior to the summative conference.
- e. Following the summative conference, the teacher has the right to attach a written response for inclusion in his/her personnel file within the current school year.
- f. Attendance will be documented on the Summative Rating Form Comment Section in the following three categories:
  - i. Professional
  - ii. Sick
  - iii. Personal

#### 4. Guidelines for Evaluation Cycle

Non-tenured Teachers: evaluated in both professional practice and student growth. Deadlines can be set up for later in the school year because teachers can be moved from Group 1 on the SOD list during the period of time from 75 days to 45 days before the end of the school term.

<b>Non-Tenured: Practice and Student Growth</b>	
<b>Evaluation Cycle</b>	<b>Dates</b>
Beginning of Year Group Meeting	First Institute Day of School Year (with flexibility to have during the 1 <sup>st</sup> or 2 <sup>nd</sup> week of school)
Formal 1	Before October 15
Formal 2	Before Winter Break
Formal 3	60 school days prior to the end of the school year
Informals (at least 2)	Before summative conference
Summative	50 school days prior to the end of the school year
<b>Growth Cycle</b>	<b>Dates</b>
Assessment approval and plan	By October 1
Baseline data	Beginning of the 8+ week teaching unit
Midpoint check-in	Halfway through the 8+ week teaching unit
Post assessment data and paperwork	End of 8+ week teaching unit
All final results and paperwork	60 school days prior to the end of the school year

Tenured Teachers: Evaluated in both professional practice and student growth at least every two years (unless rated “Needs Improvement” or “Unsatisfactory” in the prior year.) Evaluations in professional practice and student growth will occur within a two year cycle.

<b>*Tenured: Practice &amp; Student Growth Needs Improvement or Unsatisfactory in Last Summative Rating*</b>	
<b>Evaluation Cycle</b>	<b>Dates</b>
Beginning of Year Group Meeting	First Institute Day of the School Year (with flexibility to have during the 1 <sup>st</sup> or 2 <sup>nd</sup> week of school)
Formal 1	Before Winter Break
Formal 2	60 school days prior to the end of the year
Informals (at least 2)	Before summative conference
Summative	50 school days prior to the end of the school year
<b>Growth Cycle</b>	<b>Dates</b>
Assessment approval and plan	By October 1
Baseline data	Beginning of the 8+ week teaching unit
Midpoint check-in	Halfway through the 8+ week teaching unit
Post assessment data and paperwork	End of 8+ week teaching unit
All final results and paperwork	60 school days prior to the end of the school year

\*This timeline and these observations are in addition to the Professional Development Plan (PDP) that would have been developed within 30 days of the previous Summative Conference when the Needs Improvement or Unsatisfactory were earned.\*

**Tenured: Practice  
Proficient and Excellent in Last Summative Rating**

<b>Evaluation Cycle</b>	<b>Dates</b>
Beginning of Year Group Meeting	First Institute Day of School Year (with flexibility to have during the 1 <sup>st</sup> or 2 <sup>nd</sup> week of school)
Formal 1	Before Winter Break
Formal 2	60 calendar days prior to the end of the year
Informals (at least 1)	Before summative conference
Summative	50 school days prior to the end of the school year

**Tenured: Student Growth  
Proficient and Excellent in Last Summative Rating**

<b>Growth Cycle</b>	<b>Dates</b>
Assessment approval and plan	By October 1
Baseline data	Beginning of the 8+ week teaching unit
Midpoint check-in	Halfway through the 8+ week teaching unit
Post assessment data and paperwork	End of 8+ week teaching unit
All final results and paperwork	10 school days prior to end of the school year

## ARTICLE VI.

### WORKING CONDITIONS

#### A. Certified (Teachers) Staff

##### 1. WORKDAY

The workday for teachers shall be no more than eight (8) hours, excluding time required for faculty meetings and special education staffings. Teachers are expected to arrive at least thirty (30) minutes before the start of the student day and remain at least thirty (30) minutes after the end of the student day, except on Fridays and days before holidays when Teachers may leave fifteen (15) minutes after the end of the student day.

Teachers can utilize Flex Time with an agreement with the building Principal, ensuring that the Teacher works the required amount of time but may start the day earlier to accommodate the need to leave earlier.

Teachers may be expected to attend a reasonable number of evening meetings related to their building assignment, which shall include parent conferences. The number of night parent conference meetings required shall be recommended by the SDC. The SDC shall include one member representing the MEA. The remaining number of night meetings shall be determined by mutual agreement between the building principal and a majority or his/her staff.

During those times before and after student attendance, Teachers are expected to be in their classrooms or otherwise engaged in planning instructional activities or meeting with students and/or parents.

Employees shall have a duty-free lunch period of at least thirty (30) minutes.

##### 2. SCHOOL CALENDAR

Input concerning the school calendar will be received from the Teachers' Association prior to February of the current year for the next school year.

##### 3. SUMMER SCHOOL

Bargaining unit members, if qualified as determined by the Superintendent, shall be given preference in filling available summer school teaching positions.



4. **SPECIAL EDUCATION STAFFINGS AND FACULTY MEETINGS**

Every effort will be made to schedule special education staffings and faculty meetings during the regular teacher workday. On those occasions when such meetings must be scheduled outside the regular workday, or the meetings extend beyond the end of the workday, Teachers unable to attend, due to prior personal commitments, may leave the meeting or be absent with prior notice to and approval of the Principal.

5. **CURRICULUM COMMITTEES**

Teachers' service on Curriculum Committees shall be voluntary. However, once accepted, compensation on this committee shall be at the rate of \$25.00 per hour during summer break.

6. **MILEAGE REIMBURSEMENT**

Employees will be reimbursed at the maximum rate allowed by the Internal Revenue Service effective July 1, 2008, per mile for School District travel. Reimbursement will not be provided for travel related to County Institute Days.

Rate will be updated January 1<sup>st</sup> of each year.

7. **JOB SHARE ASSIGNMENTS**

A tenured teacher interested in sharing a single teaching position with another qualified teacher may submit a written proposal to the Superintendent. All job share proposals must be submitted at least one semester in advance of the semester in which the proposed job-sharing would occur. The tenured teacher initiating such a proposal shall be responsible for identifying the qualified teacher with whom a teaching assignment would be divided. Job share shall generally be considered as each teacher working one-half day assignments.

Approval of a job share proposal shall be at the discretion of the Superintendent, and the granting or denying of such a proposal shall neither be grievable nor create a practice or precedent. In considering a job share proposal, the Superintendent shall establish the criteria and qualifications (e.g., experience, educational background) which the candidate for a particular job sharing assignment must hold. In addition, the Superintendent and/or Superintendent's designee(s) shall interview each prospective job share candidate. There shall be no guaranteed minimum number of such job sharing assignments granted each year. When assuming a job share assignment, both teachers must mutually agree to the following terms:

- A. Job share teachers shall both agree to attend and participate in the District's entire program of staff development, teacher inservice, and Institute Day activities;
- B. Staffings and faculty meetings shall be attended by both job share teachers; and
- C. The overall instructional schedule and academic program will not be adjusted to accommodate the needs of job share teachers.
- D. Job share teachers shall each agree to assume responsibility for communicating with one another regarding instruction, student needs, and all other matters related to the job share assignment.
- E. Job share teachers shall both agree to attend all parent conferences and to participate in Open House activities.

Seniority credit for job share teachers will be one-half year per year. Tenure rights and any accrued seniority will not be affected as a result of sharing a teaching position. Each job share teacher shall be paid a salary proration of his/her own salary placement. All fringe benefits and insurance benefits for job share teachers shall be prorated. For example, in a given school year if each job share teacher elects single coverage health insurance, the Board of Education will provide 32 1/2% of each teacher's health insurance coverage. Note, this is equivalent to the 65% share the Board would pay if single coverage were elected by a full-time teacher. However, the insurance coverage shall be subject to the provisions of the insurance benefits then in effect.

Job share assignments, when granted, shall be for a minimum of one year. Extensions for an additional year may be requested, but shall not be guaranteed for approval.

## **8. NEW TEACHER INDUCTION**

New teachers required to attend a New Teacher Induction Program prior to the start of the school year shall be reimbursed \$50 per day for up to four days.

### **B. Educational Support Personnel (Paraprofessionals)**

#### **1. Work Year**

The work year for Paraprofessional shall be the same as the instructional year for students, as defined by when students are in attendance. In addition, the Paraprofessional work year shall also include the opening day of Institute and additional days, not mandatory, as requested by the District.

#### **2. Probationary Employee**

A newly hired Paraprofessional will serve a probationary period of ninety (90) days.

#### **3. Unsafe or Hazardous Working Conditions**

The Board shall follow applicable statutes and regulations concerning the safety of the workplace.

#### **4. Compensatory Time**

As provided by law, Paraprofessionals may take compensatory time in lieu of overtime compensation for hours worked in excess of forty (40) hours in any standard work week, including time at unit meetings if the Principal requests the Paraprofessional's attendance. If a Paraprofessional fails to utilize earned compensatory time within a four (4) week period, the Paraprofessional gives up any right to compensatory time or overtime compensation.

#### **5. Emergency School Closing School Closing - Leave Days**

When the schools and school offices are officially closed by the Superintendent or Board, no leave days previously arranged by a Paraprofessional will be deducted for such emergency days.

#### **6. Job Description**

A copy of the Paraprofessional job description shall be provided to the Association President and shall be made available to each Paraprofessional. Job duties listed in the job description may include, but will not be limited to, clerical tasks.

## 7. Transfer/Reassignment

### Posting of Vacancies

All position vacancies within the Bargaining unit (Paraprofessional) shall be posted as said vacancies become known to the Superintendent. No position vacancy shall be filled, except on an emergency or temporary basis, for a minimum of five (5) work days following the posting. Any Employee (Paraprofessional) may apply in writing to the Superintendent if interested in being considered for assignment to the vacant position.

## 8. Seniority

### Definition of Seniority

- A. Seniority shall be defined as the length of continuous service within the District. Accumulation of seniority shall begin from the Paraprofessional's first working day except that probationary period at which time their seniority shall revert to their first day of work.
- B. Prior to February 1 of each school year and consistent with the requirements of *The School Code of Illinois*, the Superintendent or designee shall post a listing which sets forth the seniority of all educational support personnel including, but not limited to, Paraprofessionals employed by the Board. Each Paraprofessional shall have ten (10) days from the date of the posting of this list to file specific written objections with the Superintendent to the information contained in the list. The Superintendent shall review and consider any objection and inform the Paraprofessional of his/her decision within five (5) days following the deadline to file objections to the seniority list. Failure of the Paraprofessional to make a timely objection shall be deemed to be an acceptance of his/her placement on the seniority list. The Paraprofessional shall be prohibited thereafter from challenging the Paraprofessional's seniority in any category until the distribution of a seniority list in the following school year.

## 9. Reduction in Force

If the Board decides to decrease the number of Paraprofessionals as defined in Article I of this agreement, or to discontinue some particular type of educational support service, the Board shall first dismiss, within various employment categories the Paraprofessional with the least seniority as set forth on the seniority list for educational support personnel (See Article X herein). Paraprofessionals who are removed or dismissed shall receive a written notice of honorable dismissal by certified mail at least sixty (60) days

before the end of the school year in accordance with Section 10-23.5 of **The School Code of Illinois**. This notice shall also contain a reason for the layoff.

**10. Personnel File**

Each Paraprofessional shall have the right, upon written request to the Superintendent submitted at least three (3) working days in advance, to review the contents of her/his personnel file and to place therein written reaction to any of its contents. The Superintendent has the right to schedule requested reviews of personnel files in a manner that does not disrupt the operation of the School District.

**11. Discipline/Dismissal**

**A. Right to Representation**

1. A Paraprofessional required to appear at any meeting which could reasonably result in disciplinary action being taken against the Paraprofessional may elect to have a representative of the Association attend such meeting. The Paraprofessional's right to such representation does not apply to regular evaluation conferences or informal, impromptu meetings and/or conversations relative to regular daily performance, unless such conversation leads to discipline.
2. When a meeting is called which is reasonably likely to result in termination, suspension, pay docking or transfer for cause the Paraprofessional shall be provided notice at least twenty-four (24) hours in advance of the meeting and may elect to have a representative of the Association attend said meeting.

**B. Dismissal**

After a successful completion of the probationary employment period, no Paraprofessional may be dismissed except for just cause.

**ARTICLE VII.**

**LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Each full-time employee shall be entitled to the number of sick leave days annually as specified below. (The 20 days for tenured teachers is equivalent to 2 sick days per month for the 10-month school term):

Non-tenured Teachers .	12 days
Tenured Teachers .....	20 days
Educational Support Staff....	12 days

Sick leave shall be interpreted to mean personal illness, quarantine at home, or death or serious illness in the immediate family or household. "Immediate family" shall be defined as parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, legal guardian, daughters-in-law, sons-in-law, aunts, uncles, and cousins of the first degree.

Per the IL School Code (105 ILCS 5/24-6) a licensed physicians note is required for a return to work after any absence 3 consecutive days or longer.

2. Unused sick leave days may accumulate to a maximum of 380 days for TRS contributing members and years of experience in the school district notwithstanding. 340 days is the maximum that can be submitted to TRS for service credit upon retirement.

Unused sick leave days may accumulate to a maximum of 360 days for IMRF contributing members and years of experience in the school district notwithstanding. 240 days is the maximum that can be submitted to IMRF for service credit upon retirement.

3. To encourage Teacher attendance, the Board shall pay to eligible Teachers a sick leave incentive as provided below:

Annual Absences	Incentive
0 days	\$250
½ day	\$225
1 day	\$200
1 ½ days	\$175
2 days	\$150
2 ½ days	\$125
3 days	\$100

A teacher may use up to five (5) days of sick leave for bereavement for the death of a member of the immediate family or household (as defined above) without said five (5) days affecting the sick leave incentive provided above.

a Sick leave days may be taken in no less than one-half (1/2) day increments.

4. Any full-time Teacher employed after the beginning of the school year shall be granted an annual allowance of sick leave based upon TRS guidelines.
5. Any full-time Teacher wishing to utilize sick leave during any period of disability related to her pregnancy and/or to the delivery of a child must provide to the Superintendent before such sick leave is utilized, a written certification from the Teacher's physician of the reason for the Teacher's request for sick leave. Should the sick leave extend beyond a six- week period (Extended Sick Leave), the Teacher must provide an additional certification from the Teacher's physician.

In the event of an unforeseen, early delivery that disables the teacher, or other pregnancy related disabling event, the use of sick leave shall be allowed and the teacher shall notify the district of the need for such leave within two business days of the occurrence of the emergency or as soon as is practical.

## **B. PERSONAL LEAVE**

1. Up to two (2) days may be used annually by full-time Employees for personal business which cannot be scheduled during non-working hours. Part-time employees shall receive personal days prorated to the nearest one-half (1/2) day.
2. A request for personal leave must be submitted to the principal via system entry, at least two (2) Employee workdays prior to the requested leave day, except in cases of emergency, when the Employee shall make written request to the principal stating the reasons for the request and explaining the emergency, as soon as practical. The principal may grant or deny such requests for emergency personal leave, provided that a Principal's decision to grant or deny such leave shall not be precedential with respect to granting or denial of other emergency personal leave requests.

Personal leave may not be used for employment outside the District, job interviews, work stoppage, travel, recreation, shopping, or attendance at meetings not approved by the Superintendent, provided, however, that the Superintendent may, in her discretion, approve such prohibited uses and such approval shall not be precedential with respect to the granting or denial of other such requests. Likewise, the Superintendent's decision on such prohibited requests shall not be subject to review or the grievance procedure.

3. Personal leave days may not be used during the first or last five (5) days of the school term, or on days immediately before or after a school holiday or vacation period. An exception may be made provided a written reason with verification is submitted to the Superintendent in accordance with section B.

Personal leave days may NOT be used during Teacher Institute days except with written reason and verification submitted to the Superintendent in accordance with section B.

4. Personal leave days may be taken in no less than one-half (1/2) day increments.
5. Any full-time Employee employed after the beginning of the school year shall be granted one personal leave day based upon TRS guidelines.
6. To encourage Teacher and Paraprofessional attendance, the Board shall pay to eligible Teachers and Paraprofessionals a personal leave incentive as provided below:

Annual Personal Leave Use	Incentive
0 days	\$100
½ day	\$75
1 day	\$50
1 ½ days	\$25

7. At the end of each school year, unused personal days shall accumulate as sick days.

**C. GENERAL UNPAID LEAVES (Certified Staff)**

1. The Board of Education or Superintendent may grant leave of absence for purposes other than specified herein. Such leave may be for no more than the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made in writing to the Superintendent for Board of Education approval. Requests for leaves for the entire subsequent school year must be turned in no later than March 1 of the school year prior to the requested commencement date of the leave. Reasons for the Board considering such leaves may be as follows:
  - a. Exchange Teacher programs in other states, territories, countries;



- b. Formal approved education programs designed to acquire additional course credit that is related to a Teacher's current assignment as solely determined by the Superintendent;
  - c. Foreign, military or government sponsored programs;
  - d. Cultural travel or work programs related to professional activities;
  - e. Campaigning for a public office to the extent necessary for such activities;
  - f. Health and hardship;
  - g. Serving a public office; and
  - h. Other good reasons as determined solely by the Board or Superintendent, provided, however, that the same shall not be precedential with respect to granting or denying such requests for leaves.
2. Upon returning from leave to active employment, a Teacher will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a Teacher from a Reduction in Force. Placement in his/her previous assignment is not guaranteed. Time on leave shall not count for salary advancement, except that Teachers who have received approval for an educational program shall receive horizontal credit for the year they are on leave.
  3. Leaves which are approved by the Board shall be without loss of tenure for tenured Teachers, or without loss of length of service credit, or accumulated sick leave in the case of any Teacher, but the time on leave shall not count towards continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Teachers on leave are responsible for making arrangements with the Teachers' Retirement System for pension credit, if allowed. Teachers on approved leaves of absence may participate in available District medical insurance programs, but at the expense of the Teacher, subject to the consent of the insurance program and subject to the Teacher making timely payments of all premiums to the District Business Office or elsewhere as may be directed.
  4. In all instances where a Teacher is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the Teacher shall advise the Superintendent in writing no later than March 1, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

**D. DISABILITY LEAVE**

In the event any Employee has utilized all sick leave benefits and requests an unpaid leave of absence for personal health reasons, such leave shall be granted for a maximum duration of ninety (90) days next following the exhaustion of all sick leave benefits. If, at the conclusion of such leave, the Employee is unable to return to work, said Employee shall conclusively be determined to be totally and permanently disabled and his or her employment shall cease. In such case, the Board shall cooperate with the Employee in assisting the Employee with the IMRF or Illinois Downstate Teachers' Retirement System for securing any disability benefits the Employee may be entitled to receive.

**E. PARENTAL/CHILD LEAVE**

An Employee shall be granted parental leave without pay or other benefits subject to the following conditions:

1. Application for child rearing leave shall be made in writing to the Superintendent at least ninety (90) calendar days before the proposed commencement of such leave.
2. The Employee and the Superintendent or designee shall mutually determine the commencement and termination of the leave. The leave shall not exceed the balance of the school year in which it commences and one (1) additional school year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school year. Additionally, leaves granted hereunder commencing in the school year in which the leave is requested shall be for no less than the school year in which the leave is granted so as to avoid a Teacher's returning during the course of a school year thereby disrupting continuity of instruction.
3. Sick leave shall not be applicable during the period of child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the Teacher upon return to active employment in the District.
4. When a leave has been granted under this paragraph, tenure shall not be interrupted. Salary placement shall be the previous salary plus the negotiated percentage for the year they are returning.
5. With the consent of the insurance carrier, the Teacher may maintain medical insurance by making timely payments of all premiums to the District Business Office or elsewhere as may be directed.
6. Any Employee on parental leave shall notify the Superintendent in writing by March 1 of intent to return to employment the following school term.

7. Any Employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the latter of the initiation of the legal proceedings therefor or the Teacher's acceptance by an adoption agency, whichever shall be applicable. Leave shall be granted upon written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings and, as soon as known, the expected day of receipt of the child.
8. Nothing in this section shall be construed as requiring any Employee to apply for a child rearing leave. An employee not eligible for or not desiring such leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such Employee shall have exhausted accumulated sick leave, she shall be granted leave of absence without pay or other benefits during such period of disability. Such Teacher shall return to employment immediately following the termination of actual disability, as certified by the Teacher's physician, or if the Board so chooses, a physician of the Board's choice. If the Board chooses a physician, the Board will pay for the expense of the certification.
9. A male Employee shall be entitled to a child rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall rest upon the anticipated birth of the child or upon his planned adoption of a child.
10. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.
11. Upon return to employment from leave, the Employee shall receive an available assignment consistent with his/her professional preparation, provided that leave status will not exempt the Employee from Reduction in Force. Placement in his/her previous assignment is not guaranteed.

**F. RELIGIOUS LEAVE**

A Teacher may use up to two (2) days of sick leave annually for religious holiday without said days observed affecting the sick leave incentive. Any religious leave not utilized during the school year shall not carry over to the following school year and an Employee shall not be allowed to accumulate unused religious leave. A request for leave for religious observance must be submitted to the Principal at least five (5) workdays prior to the requested leave day subject to approval. Leave days for religious holiday may be taken in no less than one-half (1/2) day increments.

## **ARTICLE VIII.**

### **CONCERNS COMMITTEE**

For purposes of maintaining communication and allowing discussion of issues of mutual concern, the parties shall form a Concerns Committee which shall meet at mutually agreed upon dates, times and places. The Concerns Committee shall consist of up to four (4) representatives from the Board and/or Administration and up to four (4) representatives from the Association. Each party shall prepare and submit to the other an agenda of items to be discussed at least one (1) week prior to a scheduled meeting.

**ARTICLE IX.**

**SALARY, FRINGE BENEFITS AND OTHER COMPENSATION**

**A. SALARY SCHEDULE**

**Teachers**

It is agreed that there will not be a “traditional salary schedule”. Each teacher’s salary is increased by the negotiated % increase to the previous year’s salary each year. The teacher may also receive increased compensation based on horizontal or “lane” advancement. Teachers hired from outside the district shall not be hired at a salary greater than a current employee who has the same education and experience.

Raises for all teachers are as follows:

2023-2024	5%
2024-2025	5%
2025-2026	CPI with floor of 3% and ceiling of 4.5%
2026-2027	CPI with floor of 3% and ceiling of 4.5%

CPI for the 2025-2026 school year will be defined as CPI-U at 12/31/23 which is reported in January 2024.

CPI for the 2026-2027 school year will be defined as CPI-U 12/31/24 which is reported in January 2025.

With regards to the teacher base salary, increases to the base pay for all lanes will be:

Year	BA	BA+8	BA+16	BA+24	MA	MA+12	MA+24	MA+36	MA+45
23-24	\$ 50,000	\$ 51,450	\$ 52,900	\$ 54,350	\$ 56,350	\$58,350	\$ 60,350	\$ 62,350	\$ 64,350
24-25	\$ 51,250	\$ 52,700	\$ 54,150	\$ 55,600	\$ 57,600	\$ 59,600	\$ 61,600	\$ 63,600	\$ 65,600

\$2,000 difference BA+24 through MA+45

\$1,450 difference through BA+24

These adjusted base rates are based on the following:

2024-2025	2.5% increase
2025-2026	Half of increase based on CPI noted above
2026-2027	Half of increase based on CPI noted above

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The structure for lane changes will be implemented as follows:  
(BA, BA+8, BA+16, BA+24, MA, MA+12, MA+24, MA+36, MA+45).

Teachers qualifying for lane changes shall have their annual salary increased by \$2,000 for each lane change under a BA heading and \$2,500 for each lane change under an MA heading.

Teachers with prior teaching experience shall receive up to three (3) years' experience on the applicable teachers' salary schedule, provided, however, that such prior experience was in an employment position or positions requiring a State of Illinois teaching certificate, or its out-of-state equivalent, and such prior experience was or is eligible for credit from the Illinois Downstate Teachers' Retirement System. Additional experience credits may be granted at the discretion of the Superintendent with approval of the Board. Decisions by the Superintendent and Board to grant additional prior teaching experience credit shall not be subject to the grievance procedures set forth in this Agreement.

A Social Worker and a Speech Language Pathologist at the Master's Degree level is recognized as requiring 30 hours beyond the traditional Master's Degree for award of a Master's Degree and will therefore be recognized as attaining MA+ 30 for purposes of salary placement at time of hiring. Verification of this MA + 30 must be confirmed through appropriate transcripts from an accredited institution.

Part-time teachers hired at less than 1.0 FTE shall receive a prorated salary commensurate with their FTE and shall receive % increases similar to other employees.

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## Paraprofessionals

For the 2023-2024 School Year:

All paraprofessionals will receive a 3% increase plus the following dollar amounts:

1-5 years' experience	\$1.00 more per hour
6-9 years' experience	\$1.25 more per hour
10+ years' experience	\$1.50 more per hour

Hourly Rates: Raises for all paraprofessionals for the subsequent years of the contract are as follows:

2024-2025	5%
2025-2026	CPI with floor of 3% and ceiling of 4.5%
2026-2027	CPI with floor of 3% and ceiling of 4.5%

The following table indicates the adjustments to the base hourly rates:

	2023-2024	2024-2025
<b>Certified</b>		
Base Year 1	\$17.16	\$17.59
<b>Non-Certified</b>		
Base Year 1	\$16.45	\$16.86

These adjusted base rates are based on the following:

2025-2026	Half of increase based on CPI noted above
2026-2027	Half of increase based on CPI noted above

CPI for the 2025-2026 school year will be defined as CPI-U at 12/31/23 which is reported in January 2024.

CPI for the 2026-2027 school year will be defined as CPI-U 12/31/24 which is reported in January 2025.

Longevity Bonuses: All paraprofessionals will be eligible for a longevity bonus at the end of each of the following years of service:

5 years	\$ 500.00
10 years	\$1,000.00
15 years	\$1,500.00
20 years	\$2,000.00
25 years	\$2,000.00
30 years	\$2,000.00



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Bonuses will be paid on the second payroll in August each year. However, if a paraprofessional has submitted their irrevocable letter of retirement and is eligible for a longevity bonus, they will receive their bonus payment two months following their final paycheck from the District.

### **B. INSURANCE**

#### 1. Teachers

The Board shall make available hospital and major medical insurance, individual or family coverage, to full-time, regularly employed Teachers. The Board shall pay the first \$186.03 of the monthly cost of individual coverage. Plus, the Board shall pay sixty-five percent (65%) of the amount above \$206.70 and the Teacher shall pay thirty-five percent (35%) of the amount above \$206.70. The Teacher's increased premium cost will be added to the existing payroll deduction amount. The Board shall pay 75% of the cost of family coverage and each Teacher electing such coverage shall pay the other 25% of said cost through payroll deduction.

Each Teacher shall be required, within five (5) working days after the commencement of each school year (or within five (5) working days after employment, if hired during the school year) to subscribe for an insurance option (individual or family coverage). Once the Teacher elects insurance, said option shall continue without change for the duration of the school year; provided however, that a Teacher whose dependent status changes during the course of the school year may elect alternate coverage with approval of the insurance carrier. Any changes elected by the Teacher after the above five-day period shall be effective only for the next school year. The option selected shall continue from school year to school year until the Teacher files a change in election with the Business Office.

Board paid dental insurance \$10/month for individual and \$10/month for family for full-time teachers. The superintendent shall make recommendations to the Board for the carrier.

#### 2. Paraprofessionals

Board paid full-time Paraprofessional health insurance

Board will pay 90% of employees only insurance. If the employee chooses to enroll in an employee + spouse, employee + children or family insurance plan, the same dollar amount will be contributed toward their premium, as would be if they were enrolled in the employee only plan.

**C. TERM LIFE INSURANCE**

Term life insurance in the amount of \$20,000.00 shall be available to full-time regularly employed Employees.

**D. LONG-TERM DISABILITY INSURANCE**

The Board shall pay the premium for long-term disability insurance coverage for each teacher. Such coverage shall be supplemental to that offered by the Downstate Teachers' Retirement System of Illinois (TRS) and shall be in an amount equal to the difference between the disability benefits paid by TRS and sixty percent (60%) of the teacher's annual salary as calculated by reference to the teacher's proper placement on the salary schedule on the date of disability. To be eligible for such coverage, the teacher must comply with all of the terms and conditions of the long-term disability insurance policy and the rules and regulations of the insurance carrier. Participation shall be required by all teachers.

**E. EXTRA-DUTY PAY**

The extra-duty assignments and pay rates are found in Appendix B of this Agreement.

**F. SALARY ADJUSTMENT**

Salary adjustments for lane advancement shall be effective at the beginning of each school year. Courses must have been completed by August 31<sup>st</sup> for lane advancement. Official transcripts must be received by November 1<sup>st</sup> with the salary adjustment being made retroactive to the beginning of the school year.

A Teacher whose annual formal evaluation includes a documented rating of "unsatisfactory" per District evaluation plans, or a teacher placed on formal remediation by the Board, may be retained at their current salary paid when the unsatisfactory evaluation or formal remediation occurred. Retention at their current salary would require Board approval in each case.

**G. PAY DATES**

Regular pay dates shall be the fifteenth and last day of the month. In the event a regular pay date falls on a weekend or school holiday, compensation shall be electronically posted in their designated accounts on the last workday prior to the regular pay date.

Certified and non-certified contractual staff, employed at the start of the school year, will be paid in twenty-four (24) equal installments based upon their contract/salary agreement. Certified and non-certified contractual staff, employed after the start of the school year, will be paid in equal installments based upon the number of pay dates remaining in the school year and their contractual/salary agreement.

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Due to the retroactive nature of the 2023-2024 contract, all pay adjustments will be made on the November. 30, 2023, paycheck. This includes retroactive salary increases, as well as paraprofessional insurance.

### **H. PAYROLL DEDUCTIONS**

If requested in writing by an Employee, the Board shall authorize the Business Office to make payroll deductions from the Employee's stated salary for the following items:

1. Annuity policies with approved companies and per TPA (Third Party Administrator guidelines)
2. Dues for the Association
3. DuPage Schools Credit Union
4. Other deductions permitted by law

The Board shall not be liable for any penalties incurred or interest lost due to late payment not due to negligence on its part. The Board assumes no liability with respect to any income tax consequences resulting from an employee's participation in or payroll deduction authorization for the annuity program.

Such deductions shall continue from year to year unless the employee informs the District Business Office in writing of the change.

### **I. FUTURE NEGOTIATIONS**

1. If Negotiations for a successor Agreement to the current Collective Bargaining Agreement extend beyond the beginning of the new school term, the salaries paid to individual members of the bargaining unit shall remain the same as were paid by the Board to individual bargaining unit members at the close of the prior school term. As such, unless negotiations for a successor Agreement are fully concluded by the beginning of the new school term, individual bargaining unit members will not receive a salary increase based upon movement on their respective salary placements (i.e., no lane and/or salary movement will be recognized) until the successor Agreement has been ratified by both the Board and the Association.
2. This provision neither mandates nor precludes the option of making any negotiated salary increase retroactive to the beginning of the new school term. This decision will be a subject of the parties' negotiations for the successor Agreement.

**J. FLEXIBLE BENEFIT PLAN**

1. The Board shall maintain a flexible spending account which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. The district contracts with a Third-Party Administrator. Annual rule updates/changes will be communicated thru the TPA to district employees.

**K. FAMILY MEDICAL LEAVE**

1. **Definitions**

As used in this section:

- a) "Eligible employee" means an individual who has been employed in a full-time capacity with the District for at least one (1) academic term and has at least 1,250 hours of service with the District during the previous academic term. For purposes of determining hours of service for eligibility purposes of a teacher, the number of days of service reported to the Illinois Teachers' Retirement System shall be multiplied by 7 hours per day. For Paraprofessionals, the actual number of hours worked during the previous academic term will be used to determine eligibility.
- b) The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- c) The term "equivalent position" shall mean any position for which an eligible employee is certified and legally qualified to hold with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
- d) Other terms shall be defined as defined in the ***Family and Medical Leave Act*** (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

**2. Leaves**

Eligible employees who have exhausted their accumulated sick leave and personal leave shall be granted a total of 12 work weeks of unpaid leave during any academic year for one or more of the following reasons:

- a) the birth of a child;
- b) the adoption of a child or the placement of a foster child;
- c) to care for a spouse, son, daughter, or parent who has serious health conditions; and
- d) a serious health condition that makes the employee unable to perform his/her job.

**3. Notification**

In any case in which the necessity for leave under subparagraphs 2 a) or b) is based upon an expected birth or placement, the eligible shall provide the Superintendent at least 60 days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraph 2 c) or d) is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with no less than 60 days' notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early a notice as practicable.

**4. End of Academic Term**

If an eligible employee begins leave:

- a) more than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b) less than five (5) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic terms if the leave is of

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at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term, and

- c) less than three (3) weeks prior to the end of the academic terms, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

5. **Repealer**

In the event the **Family and Medical Leave Act** is repealed, then this section of this Article shall, as of the date of appeal, no longer be in force and effect.

**L. DISTRICT RETIREMENT PLAN**

Retiring teachers who elect and qualify for TRS retirement under Section 16-133.2 of the Illinois Pension Code shall be eligible for the District Plan if he/she shall give irrevocable written notice of intent to retire no later than June 1, 20xx and his/her retirement shall be effective no later than the end of the 20xx school terms as indicated below. In the event a teacher makes an election through executing the irrevocable written notice of intent to retire, the teacher's election is irrevocable regardless of any statutory amendments, revisions or enactments which occur after the effective date of this 2023-2024 thru 2026-27 Collective Bargaining Agreement.

Retiring teachers must have 15 years of creditable service with the District (including the final 2 years before retirement) to be eligible for two years at a six percent (6%) increase.

Retiring teachers must have 20 years of creditable service with the District (including the final 3 years before retirement) to be eligible for three years at a six percent (6%) increase.

Two Year Retirement Track for Employees with 15 years of District Service

Year Wishing to Retire	Date Letter of Retirement is Due
June 2026	June 1, 2024
June 2027	June 1, 2025
June 2028	June 1, 2026
June 2029	June 1, 2027

Three Year Retirement Track for Employees with 20 years of District Service

Year Wishing to Retire	Date Letter of Retirement is Due
June 2026	November 1, 2023
June 2027	June 1, 2024

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June 2028	June 1, 2025
June 2029	June 1, 2026
June 2030	June 1, 2027

The Association shall be responsible to disseminate the terms and conditions of the district's retirement plan to the teachers and each teacher would be responsible to contact the Illinois Teacher's Retirement System for an analysis and confirmation of the current benefits they individually would be afforded.

All paraprofessionals will be eligible for retirement benefit outlined for teachers, namely that if the paraprofessional have been working in the district for at least 15 years, they will be eligible for 6% raises in each of their final two years of service providing they give notice to the district within the parameters outlined for teachers in this collective bargaining agreement.

All paraprofessionals will be eligible for retirement benefit outlined for teachers, namely that if the paraprofessional have been working in the district for at least 20 years, they will be eligible for 6% raises in each of their final three years of service providing they give notice to the district within the parameters outlined for teachers in this collective bargaining agreement.

See Appendix D

**ARTICLE X.**

**TUITION REIMBURSEMENT AND  
HORIZONTAL MOVEMENT ON SALARY SCHEDULE**

- A. In order for any course work to be applicable for horizontal movement on the Salary Schedule, said work must fulfill the following requirements:
1. Said work be at an accredited institution;
  2. Said work be either required by the Board of Education in writing or be pursuant to remediation, or be at graduate level in field directly related to the Teacher's classroom instruction at the time said course is taken, or be applicable to an extra-curricular program in which the Teacher participates as part of his or her employment unless such requirements are waived and approved in writing by formal action of the Board of Education prior to enrollment;
  3. The Teacher receives a grade of "B" or better, or passes if said course is on a pass/fail basis;

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4. A pre-approval form must be submitted to the Superintendent and approved prior to enrollment in the course.
5. Tuition shall be reimbursed for courses taken providing that said courses are approved by the Superintendent prior to enrollment by the Teacher. Actual tuition costs not to exceed one hundred dollars (\$100.00) per semester hour plus one half of the remainder of the tuition per semester hour up to a maximum of six hundred dollars (\$600.00) per Teacher per calendar year shall be reimbursed providing the Teacher submits a paid receipt for said tuition to the Superintendent's office upon successful completion of the course. Teachers are eligible to receive tuition reimbursement upon their 3<sup>rd</sup> year in the district. The District will create a \$9,000 pool for 2021-2022 Certified staff continuing education. A \$9,000 pool will be available each Academic year, without rollover.

Procedures for disbursement are the responsibility of the MEA.

6. A teacher with a master's degree may advance horizontally on the salary schedule no more than one lane in any school year. A teacher with a bachelor's degree may advance horizontally more than one lane in a school year if resulting from a Master's Degree program.
7. Any teacher electing not to take additional courses will be offered an annual membership in an approved professional organization other than the IEA/NEA. The teacher must initiate and submit the appropriate paperwork by October 1 of each school year in order to qualify for a maximum benefit of \$100. A canceled check shall also serve as proof of membership. Reimbursement requests may be made up to October 1 as well.

### **B. CONTINUING EDUCATION UNITS (CEUs)**

For professional development to be creditable and meaningful, it requires a commitment to and an investment in the program on the part of the Teacher and the Board. To this end, and in addition to the aforementioned course credits, Teachers may be granted ONE (1) CEU for each FIFTEEN (15) hours of contact time included in advanced training courses and programs which are not accredited by any college or university. Contact time means the time directly involved in the specific activity, class, or workshop. The approval of courses, workshops, etc. for CEUs shall rest with the Superintendent. The Superintendent may grant approval for courses, workshops, etc. as a part of offering and advertising such activity to the staff; or he may grant such credit on an individual application basis. Teachers shall use the standard form provided by the district to request approval for graduate credits and tuition reimbursement.



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CEUs may be counted for Lane change accumulation in the accompanying salary schedule. However, CEUs cannot count for a master's degree, but may be applied to horizontal lane changes beyond the master's degree.

The tuition reimbursement provision provided above shall apply to CEU course tuition as well and be included on the request for credit as per usual.

Possible consideration for CEU credit:

- a. District sponsored classes or workshops, as maintenance of skills or in the provisions of newly required skills necessary to maintain position.
- b. Special research projects which are directly related to a district program, coordinated by a district administrator appointed by the Superintendent, and reasonably related to the CEU time requirement.

**ARTICLE XI.**

**NO STRIKE CLAUSE**

During the term of this Agreement, the Association and all bargaining unit employees agree not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any concerted job action which would materially interfere with the operation or administration of the district.

**ARTICLE XII.**

**EFFECT OF AGREEMENT**

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Association hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
2. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Association.
3. The parties agree that they will not be obligated to bargain collectively during the duration of this Agreement regarding any term or condition of employment which was the subject of bargaining during 2023-24 thru 2026-27 negotiations.
4. Should an article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or the Illinois Educational Labor Relations Board (IELRB), or in the event that Congress, the Legislature or the IELRB, enacts a law, rule or regulation in conflict with any article, section, or clause of this Agreement, said article, section or clause shall be automatically deleted from this Agreement to the extent that it violates said law, rule or regulation, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

**ARTICLE XIII.**

**DURATION**

This Agreement shall take effect on the 1st day of July 2023 and shall remain in full effect until June 30, 2027.

Issues arising during contract transition year (23-24) to be worked out between Administration and MEA.

Thereafter, this Agreement shall remain in effect unless either party serves written notice on the other, no later than by the close of business on the 15th day of March 2027, that such party desires to renegotiate or to terminate this Agreement. Upon receipt of such a demand to renegotiate, negotiations shall commence no later than the 15th day of May 2027.

IN WITNESS THEREOF:

IN WITNESS THEREOF:

FOR THE BOARD OF EDUCATION OF  
MEDINAH ELEMENTARY SCHOOL  
DISTRICT NO. 11

FOR THE MEDINAH EDUCATION  
ASSOCIATION, IEA-NEA

By:   
President

By:   
President

ATTEST: 

ATTEST: 

DATED: 11/30/23

DATED: 11-30-23

APPENDIX A  
SALARY SCHEDULES

2023-2024, 2024-2025, 2025-2026, 2026-2027

1. The district will place new employees at step one of their category unless they have exceptional experience and skills which relates directly to their job. In those instances they may be placed higher as deemed appropriate.
2. All advancements will occur on July 1 of any year. Annual increases will only apply for those beginning prior to the second semester of a given year.
3. Interpretation - Employees working less than a full day, but “full-time” for their particular job, shall receive full-time credit for advancement purposes.
4. Interpretation - Experience credit is accumulated for specific job categories only. Salary placement for a different job is at the discretion of the district.
5. Employees are guaranteed salary increases upon completion of the required service in the district unless discipline action or poor job performance and evaluation has resulted in a salary freeze.
6. Classified members of the Association will receive compensation based upon the salary schedule as shown in Appendix A of this document.

## APPENDIX B

### EXTRA DUTY SALARY SCHEDULES

2023-2024, 2024-2025 , 2025-2026, 2026-2027

1. The Board of Education will pay the following rates for the listed extra duties. Any Staff member may apply for these duties in writing. The Current holder of any such extra-duty position will be asked to submit a written indication of his/her desire to continue or not continue in such position. Ordinarily, the current holder of an extra-duty position will be retained in the position. In the event no qualified bargaining unit member applies for a specific extra-duty position, the Board may subcontract such position for a period of one (1) year or less to a person not a member of the bargaining unit. As used herein whether a bargaining unit member is "qualified" or not shall be determined by the Superintendent or designee, but such determination shall not be based primarily on the won-lost record, where applicable, nor on a decision of the bargaining unit member regarding participation by a specific student.
2. The Board retains the right to offer or not offer any activity listed or any position not listed herein. New positions may be commenced with duties and pay as determined by the Board, subject to paragraph 5, below.
3. At any time between contracts for a particular extra-duty position, the Board is entitled to discontinue such position and/or activity. The effect of such action will be to remove such position and/or activity from this Agreement as of June 1.
4. Extra-duty assignments are made for one (1) year.
5. In the event of the transfer of a particular duty from one pay schedule to another and/or the creation of a new position, the Association may serve written notice on the Board of its desire to negotiate the terms and conditions of the same. Negotiations, pursuant to such request, shall commence within a reasonable time. However, nothing shall be deemed to prohibit the Board from instituting such change in and/or creation of position or pay activity, pending the outcome of such negotiations. Failure to issue such demand to negotiate within thirty (30) days of publication of such change in or establishment of an extra duty will constitute Association acceptance of terms and conditions of such change or new creation and negotiated or not, they will become a part of the Agreement and be subject to its provisions.
6. The extra duty section of the contract has been updated to reflect current practice. Positions have been regrouped under the headings of Instructional and Professional. The Instructional Section has two headings: Athletics and Enrichment. If a teacher changes positions within the Athletics section or the Enrichment section, they maintain their step. If they move across sections, such as from a coaching position to the newspaper sponsor, their new position will be at Step 1.

## Medinah Elementary School District No. 11

Exceptions to this would be the positions of Choral (motion) and Instrumental. Since they are more specialized, step placement will be based on qualifications and experience as determined by the Director of Learning.

Regarding extra duty positions which are under the Professional heading, any change in position will result in the new position starting at Step 1.

<b>Sports</b>						
Activity	Step 1-3	Step 4-6	Step 7-9	Step 10-12	Step 13+	Current CBA Stipend Amounts
Basketball, Volleyball, Cheer	\$2,268.00	\$2,495.00	\$2,724.00	\$2,940.00	\$3,170.00	
Track, XC, GOR, Intramurals	\$1,644.00	\$1,812.00	\$1,984.00	\$2,142.00	\$2,308.00	
<b>Professional Duties</b>						
Activity	Step 1-3	Step 4-6	Step 7-9	Step 10-12	Step 13+	Current CBA Stipend Amounts
Athletic Director	\$1,602.00	\$1,764.00	\$1,931.00	\$2,082.00	\$2,289.00	
Mentor - 1 person	\$1,074.00	\$1,183.00	\$1,298.00	\$1,428.00	\$1,572.00	
Mentor - 2 people	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
Lead Mentor Trainer	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
Assessment Coordinator	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
Literacy Leadership Team	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
Math Leadership Team	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
MTSS - Academic	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
MTSS - Behavioral	\$2,148.00	\$2,365.00	\$2,595.00	\$2,856.00	\$3,144.00	
Team Leader	\$2,443.00	\$3,296.00	\$4,150.00	\$5,007.00	\$5,863.00	
Instrumental Music	\$4,510.00	\$4,958.00	\$5,411.00	\$5,863.00	\$6,314.00	



APPENDIX C

EMPLOYEE INTERNET AUTHORIZATION FORM

MEDINAH SCHOOL DISTRICT #11

EMPLOYEE INTERNET AUTHORIZATION  
SIGNATURE FORM

I understand and will abide by the *Authorization for Electronic Network Access* policy. I understand that the district and/or its agents may access and monitor my use of the Internet, including my e-mail and downloaded material, without prior notice to me. I further understand that should I commit any violation, my access privileges may be revoked, and school disciplinary action and/or appropriate legal action may be taken. In consideration for using the district's electronic network connection and having access to public networks, I hereby release the School District and its School Board members, employees, and agents from any claims and damages arising from my use of, or inability to use the Internet.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Employee/User Signature

\_\_\_\_\_  
Name (Printed)



## APPENDIX D

### **Irrevocable Letter of Retirement**

2 Letter samples: Please note the highlighted colors should match when creating your letter.

- A. Letter for 2 years of 6% increases with 15 years of service
- B. Letter for 3 years of 6% increases with 20 years of service

Medinah Elementary School District No. 11

**Irrevocable Letter of Retirement  
Sample A: 15 years of service**

Medinah Elementary School District No.11  
Dr. Susan Redell  
Superintendent  
700 East Granville Ave.  
Roselle, IL 60172

Date a: By June 1, 2024

Date b: By June 1, 2025

Date c: By June 1, 2026

Date d: By June 1, 2027

Dear Dr. Redell,

This letter constitutes formal irrevocable notice that I will retire under the District Early Retirement Plan under the current Collective Bargaining Agreement between the Board of Education of Medinah School District No. 11 and Medinah Education Association IEA/NEA 2023-2024 thru 2026-2027. My retirement will be the last school day of the 2025-2026, 2026-2027, 2027-2028, 2028-2029 school year.

Sincerely,

Medinah Elementary School District No. 11

**Irrevocable Letter of Retirement  
Sample B: 20 years of service**

Medinah Elementary School District No.11  
Dr. Susan Redell  
Superintendent  
700 East Granville Ave.  
Roselle, IL 60172

Date a: By June 1, 2024

Date b: By June 1, 2025

Date c: By June 1, 2026

Date d: By June 1, 2027

Dear Dr. Redell,

This letter constitutes formal irrevocable notice that I will retire under the District Early Retirement Plan under the current Collective Bargaining Agreement between the Board of Education of Medinah School District No. 11 and Medinah Education Association IEA/NEA 2023-2024 thru 2026-2027. My retirement will be the last school day of the 2026-2027, 2027-2028, 2028-2029, 2029-2030 school year.

Sincerely,