

**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**SANGAMON VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 9**  
**AND**  
**THE SANGAMON VALLEY EDUCATION ASSOCIATION, IEA/NEA**

**2022-2023**  
**2023-2024**  
**2024-2025**  
**2025-2026**

## INDEX

ARTICLE I: RECOGNITION.....	1
ARTICLE II: NEGOTIATION PROCEDURES.....	1
ARTICLE III: GRIEVANCE PROCEDURES .....	3
3.1 Grievance Definition.....	3
3.2 Statement of Principles.....	3
3.3 Procedures .....	4
ARTICLE IV: WORKING CONDITIONS.....	6
4.1 School Calendar .....	6
4.2 Early Dismissal .....	6
4.3 Notification of Assignments .....	6
4.4 Transfer and Vacancies .....	7
4.5 Board Policy.....	7
4.6 Work Day .....	7
4.7 Planning Time .....	7
4.8 Prep Periods.....	8
4.9 Protection .....	8
4.10 Personnel File.....	8
4.11 Administering Medication.....	8
4.12 Special Education Release Time.....	8
ARTICLE V: ASSOCIATION AND TEACHER EMPLOYMENT RIGHTS.....	8
5.1 Right to Organize .....	8
5.2 Dues Deduction.....	8
5.3 Educational Conferences.....	9
5.4 Association Leave .....	10
ARTICLE VI: LEAVES OF ABSENCE.....	10
6.1 Sick Leave.....	10
6.2 Sick Leave Bank.....	11
6.3 Business/Personal Leave .....	12
6.4 Other Absences .....	12
6.5 Jury Service .....	12
6.6 Sabbatical Leave .....	13

ARTICLE VII: SALARY AND FRINGE BENEFITS .....	13
7.1 Salary Schedule .....	13
7.2 Health Insurance.....	14
7.3 Tax Sheltered Annuities.....	14
7.4 Section 125 Plan.....	14
7.5 Life Insurance.....	15
7.6 College Credit Reimbursement .....	15
7.7 Mileage.....	16
7.8 Payment of Salaries.....	17
7.9 Retirement Contribution.....	17
7.10 Extracurricular Pay and Ticket-Taking Opportunities.....	18
7.11 Internal Substitute Pay .....	18
7.12 Payroll Deduction.....	18
ARTICLE VIII: EARLY RETIREMENT INCENTIVE.....	18
8.1 Eligibility.....	18
8.2 Retirement Incentive Bonus .....	18
Article IX: EVALUATION	21
9.1 Evaluation.....	21
ARTICLE X: EFFECT OF AGREEMENT .....	22
10.1 Complete Understanding .....	22
10.2 Individual Contracts .....	22
10.3 Savings Clause .....	22
10.4 Waiver of Additional Bargaining.....	22
10.5 Administration of School Policy .....	22
10.6 No Strike Clause.....	23
10.7 Term of Agreement .....	23

## **ARTICLE I: RECOGNITION**

- 1.1 The Board of Education of Sangamon Valley Community Unit School District No. 9, hereinafter referred to as the "Board," hereby recognizes the Sangamon Valley Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for all teaching personnel, including counselors, except the following classifications: Superintendent, Assistant Superintendent, Principals, Assistant Principals, all supervisory, confidential, managerial and short term personnel, as defined in the Illinois Educational Labor Relations Act, and substitute teachers.
- 1.2.1 The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit defined above. The term "teacher" may include a teacher or a group of teachers who are similarly affected by this Agreement.
- 1.3 Part-time teachers shall be entitled to the benefits and protections of this Agreement except that such benefits as may be herein provided for full-time teachers shall be prorated, except where specifically provided to the contrary elsewhere herein.

## **ARTICLE II: NEGOTIATION PROCEDURES**

- 2.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours and other terms and conditions of employment, to include a grievance resolution procedure.
- 2.2 The Association normally will direct requests for negotiation meetings to the President of the Board. The Board will direct requests for negotiation meetings to the President of the Association. The requests will be in writing and will contain reasons for requesting the meeting. Both parties agree to follow the rules and regulations determined by the Illinois Education Labor Relations Board pertaining to negotiation procedures.
- 2.3 Each party to negotiations shall select its negotiating representatives, not to exceed eight (8) in number, provided that the Board shall not select a teacher as hereinabove defined as its representative.
- 2.4 The parties agree to meet at reasonable times, at a mutually agreeable site, and such meetings shall be scheduled upon agreement of the parties. Either party shall have the authority to end a meeting early if no progress is being made. Before the conclusion of each meeting the parties shall agree upon the date and time of the next bargaining session.
- 2.5 The Association shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the District, including annual financial statement, adopted budget and audit. In addition, the Board will grant reasonable requests

for other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

The parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be reduced in writing, typed and initialed by the parties.

- 2.6 At the first session following the establishment of Ground Rules (if any) supplementing the Negotiation Procedures contained herein, both parties shall submit all their original proposals. Neither side may present new proposals after this session.
- 2.7 Every attempt shall be made to limit caucuses to a forty-five (45) minutes period. If either party has a need to caucus beyond forty-five (45) minutes, they shall send a representative to the other party notifying them of the expected duration of their caucus. The party calling the caucus will leave the bargaining table.
- 2.8 The parties may appoint ad hoc committees to research, study and make recommendations on matters under consideration. The committee shall report findings to the parties.
- 2.9 The Association, The Board, and/or the Superintendent may call upon any competent professional and lay representatives to make suggestions on matters under consideration.
- 2.10 When the parties reach tentative agreement on all items being negotiated, the items will be submitted as a package to the membership of the Association for ratification and then to the Board for official adoption.
- 2.11 Upon ratification of the Agreement by the membership of the Association and official adoption of same by the Board, the Board shall cause the Agreement to be reproduced in sufficient number of copies so as to provide each teacher defined herein with a copy thereof. The cost of reproduction and distribution shall be borne by the Board.
- 2.12 If an impasse is reached during negotiations, the parties will abide by the Illinois Educational Labor Relations Act. If the parties submit the matter to mediation, the Board and the Association shall request the Federal Mediation and Conciliation Service or another mutually agreeable service to provide a mediator.

The Board and the Association shall share any costs and expenses, which may be incurred in securing and utilizing the services of any mediator, equally.

## ARTICLE III: GRIEVANCE PROCEDURES

### 3.1 Grievance Definition

Any claim by the Association or a teacher or a group of teachers that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

### 3.2 Statement of Principles

- A. The primary purpose of the procedure set forth in this Article is to secure an early resolution to a teacher's grievance. Except as is necessary, proceedings shall be kept informal and confidential.
- B. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- C. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal from any source because of such participation.
- D. The failure of a teacher or the 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 prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- E. Any teacher has a right to be represented by the Association at any step in the grievance procedure. The failure of a teacher to request and/or have representation at the informal step shall not prohibit an adjustment of the grievance. When the presence of said teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- 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, during nonteaching time of teachers involved. If it becomes necessary that such hearings and conferences must be held during school hours, all teachers whose presence is required shall be excused, with pay, for that purpose.
- G. In any instance where the Association is not represented in the grievance procedure, the Association shall 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.

- H. A grievance may be withdrawn at any level without establishing precedent.
- I. If the grievant and/or Association and the Principal (at Step One) or the Superintendent (at Step Two), as the case may be, agree, any level of the grievance procedure may be bypassed and the grievance brought directly to the next level. If a teacher does not report to a Principal, the grievance shall be filed initially at Step Two.
- J. The term “days” when used in this procedure, shall mean teacher employee days; except that when a formal grievance is filed less than ten (10) days before the end of the current school term, or ten (10) days before the beginning of the school term, the term “days” shall mean calendar days.
- K. All documents relating to a grievance shall be filed in a separate envelope in the grieving teacher’s personnel file marked “CONFIDENTIAL.”
- L. Both parties to a grievance shall be provided, upon reasonable request, any information or documents pertinent to a grievance.
- M. Forms for filing grievances and other necessary documents shall be prepared by the Superintendent (or his designee) and the Association.
- N. The investigation and processing of any grievance by the grieving teacher and/or Association shall be conducted so as to result in no interference with the instructional program.
- O. The administration and the Association will make every effort to cooperate in the investigation of any grievance.

### 3.3 Procedures

#### A. **Informal Step**

The teacher shall attempt to resolve any grievance by discussing the situation with his/her immediate supervisor.

#### B. **Step One**

If the grievance is not resolved at the informal step, the teacher/Association shall file the grievance in writing with the Principal. The written grievance shall state the nature of the grievance, shall note the specific clause(s) of the Agreement allegedly violated, and state the remedy requested. The filing of the written grievance must be within forty-five (45) days from the date of the occurrence of the event, or within

forty-five (45) days from the date the teacher has knowledge of the event giving rise to the grievance. The Building Principal will be responsible for calling a meeting at a time mutually acceptable to the teacher and Association representative to discuss the grievance within ten (10) days after its receipt. The Principal shall make a decision and communicate it in writing to the teacher, Association representative, and the Superintendent within ten (10) days following the meeting.

**C. Step Two**

If the grievance is not satisfactorily resolved at Step One, the teacher/Association shall file the grievance in writing with the Superintendent. The filing of the written grievance must be within ten (10) days of receipt of the Principal's written decision. The Superintendent shall meet with the grievant within ten (10) days after receipt of the grievance and discuss the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written decision, including the reasons for the decision.

**D. Step Three**

In the event the grievance has not been satisfactorily resolved at the second level, the aggrieved teacher shall file a copy of the grievance with the grievance committee of the Association within ten (10) days of receipt of the Superintendent's written decision or answer at the second level.

1. The grievance committee shall, within ten (10) days of receipt of the appeal, make a judgment on the merits of the grievance.
2. If the committee decides either that the grievance lacks merit or that the decision at Level Two is in the best interest of the educational system, the committee shall notify the immediate supervisor, teacher, and the school building representative and the grievance shall be considered resolved.
3. If the grievance committee decides that the grievance has merit, it shall refer such grievance to Step Four.

**E. Step Four**

There shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and/or the grieving teacher to the Superintendent within sixty (60) days from receipt of the Step Two answer to enter into binding arbitration. The arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association.



1. Neither the Board nor the Association shall be permitted to present any information or documents before the arbitrator which were not previously disclosed after request to the other party.
2. Upon the mutual request of the parties, the expedited arbitration rules of the AAA shall be used instead of the voluntary labor arbitration rules.
3. The arbitrator shall not alter the terms of the Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her by the parties, and his/her decision shall be based solely upon his interpretation of the meaning or application of the relevant language of the Agreement.
4. Each party shall bear the full costs for its representation in the binding arbitration proceedings. The cost of the arbitration shall be divided equally between the parties.

## **ARTICLE IV: WORKING CONDITIONS**

### **4.1 School Calendar**

The Board shall establish the school calendar, provided that there shall be no more than the minimum number of teacher attendance days required by law (currently 180 days) included therein. The calendar may contain emergency days, but in no event shall a teacher be required to work more than one hundred eighty (180) days without extended contract pay.

The Association may submit a single proposed school calendar to the Superintendent and discuss same with the Superintendent no later than February 1.

### **4.2 Early Dismissal**

School shall not be in session the Wednesday preceding Thanksgiving vacation or the Friday preceding the Easter holiday, provided the District meets the requirements of a shortened student attendance day as determined by the Illinois State Board of Education.

School shall be dismissed early on the last day of each semester for figuring grades.

### **4.3 Notification of Assignments**

All teachers shall be given written notice of their teaching assignments for the forthcoming year no later than thirty (30) days preceding the first day of the new school term. In the event changes in such assignments are to be made, the teacher affected shall be notified promptly. It shall be the responsibility of every teacher to provide the unit office with a current mailing address and telephone number during the summer months. The teacher

shall be permitted, upon request, a meeting with the Superintendent to discuss the change of assignment.

In no event shall changes in the teachers' assignments be made later than thirty (30) days preceding the commencement of the next school term, except in cases of changes in enrollment, educational needs of the District, resignations, deaths, illnesses, disabilities, acts of God or other emergencies. In the event of an involuntary transfer, every attempt will be made to not involuntarily transfer the same teacher for a period of one (1) school year following the year of transfer.

#### **4.4 Transfer and Vacancies**

The District shall maintain a list of written requests for transfers to fill a vacancy in the District office. The Superintendent shall consider such requests for transfer when a vacancy exists. What constitutes a vacancy shall be determined by the administration.

When an opening occurs, due to a resignation or request for release or for any other reason, for a coach, sponsor, or other extra-curricular adult leadership position, teachers will be properly notified of the opening by posting in each building during the school year and by mailing a notice(s) to the Association President and posting the vacancy on the District's website during summer months. If no faculty member can be found to fill the position, then every effort will be made to fill the position from outside the school. If the position still cannot be filled, the Board may appoint a coach/sponsor or drop the activity.

#### **4.5 Board Policy**

The Board shall provide the Association with a current copy of all Board policies by the 15<sup>th</sup> of September.

#### **4.6 Work Day**

The length of the teacher workday will be from 7:45 a.m. until 3:15 p.m. on student attendance days. Teachers shall be responsible for supervision of a reasonable share of out-of-class activities during the teacher work day.

#### **4.7 Planning Time**

Every attempt shall be made so teachers shall have forty-five (45) continuous minutes a day within the instructional day as planning time. Planning is defined as time used in preparation for teaching during the regularly scheduled school day exclusive of the lunch period.

#### **4.8 Prep Periods**

Every attempt shall be made so no teacher in the Middle School or Senior High should have more than five (5) different preparations each semester. Study hall or duty assignments shall not be considered as prep periods. Every attempt shall be made so the Middle School and Senior High teachers shall have a normal load of seven (7) teaching periods during the school day based on an eight (8) period day.

#### **4.9 Protection**

Legal protection of teachers while performing their duties shall be in accordance with 105 ILCS 5/10-20.20.

#### **4.10 Personnel File**

Consistent with state statutes, teachers shall have access to review all materials in their personnel file upon request.

#### **4.11 Administering Medication**

Under no circumstances shall teachers except certified school nurses, be required to administer medication to students as provided in 105 ILCS 5/10-22.211b. This section shall not prohibit any teacher from providing emergency assistance to students.

#### **4.12 Special Education Release Time**

Special Education teachers with a caseload up to ten (10) students will be allotted one (1) day of release time each school year for the purpose of completing IEP paperwork and related documentation. Special Education teachers with a caseload of more than ten (10) students will be allotted two (2) days of release time each school year for the purpose of completing IEP paperwork and related documentation.

### **ARTICLE V: ASSOCIATION AND TEACHER EMPLOYMENT RIGHTS**

#### **5.1 Right to Organize**

Teachers shall have the right to organize, join and assist the Association and to participate in professional negotiations with the Board.

#### **5.2 Dues Deduction**

The Board shall deduct from each teacher's pay the current dues of the Association, provided the Board has a teacher-executed authorization for the dues deduction, the amount

of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. Dues deductions shall be made beginning September 30 through May 15. All dues deducted by the Board shall be remitted to the Association no later than ten (10) calendar days after such deductions are made. The Board is expressly relieved of all dues deduction liability with regard to:

- A. Insufficient earnings to cover deductions;
- B. Unpaid dues in arrears where the Board has complied with its deduction responsibilities; and
- C. The dues of teachers no longer employed.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision is between the local Association, not IEA or NEA, and the Employer. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Employers or the Employer's imperfect execution of the obligations imposed upon it by this Article.

### **5.3 Educational Conferences**

Teachers may attend educational conferences on school time if approved in advance by the Principal and Superintendent or Board of Education, as the case may be. Teachers will be reimbursed hotel, meal, and travel expenses approved by the Board.

Teachers may attend educational conferences in the summer if approved in advance by the Principal and Superintendent or Board of Education, as the case may be. Teachers will be reimbursed registration cost only and may receive a stipend of \$100 for a full-day

conference and \$50 for a half-day conference. A teacher may be eligible for up to two (2) days of conference per summer.

#### **5.4 Association Leave**

A total of six (6) working days will be allowed the local IEA Representative(s) annually with pay, for IEA business, provided, no more than one (1) teacher may be absent under this provision, on any given day. The association shall give at least two (2) weeks notice of the expected use of said leave. The association shall pay the total cost for substitutes for using days five (5) and six (6).

## **ARTICLE VI: LEAVES OF ABSENCE**

#### **6.1 Sick Leave**

- A. Each full time teacher shall be allowed during each school year twelve (12) days of leave without loss of pay for personal illness or serious illness or death in the immediate family or household or for birth, adoption or placement for adoption. If the teacher does not use his/her yearly sick leave allotment, the amount of unused days shall accumulate with no cap. 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. For sick leave for adoption or placement for adoption, a teacher shall provide evidence that the formal adoption process is underway, and the leave shall be limited to thirty (30) work days. For purposes of this section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.
- B. Tenured teachers shall suffer no loss of accumulated sick leave benefits as a result of authorized breaks in continuous service.
- C. Teachers will be notified in September of the total of their accumulated sick leave.
- D. In the event of illness, teachers shall notify the designated person by 7:00 a.m.
- E. Teachers may use three (3) days sick leave per year for bereavement purposes for deaths outside the immediate family.

## 6.2 Sick Leave Bank

### A. Purpose

It shall be the purpose of the Sick Leave Bank to benefit teachers who have been forced to be absent from work due to the serious health condition of the teacher (as defined by the Family and Medical Leave Act "FMLA") or the serious health condition of the teacher's spouse or child for whom the teacher is required to provide care (as defined by the FMLA) beyond the coverage of their accumulated sick leave and personal/business leave days.

### B. Establishment of Sick Leave Bank

On the inception of Sangamon Valley Community Unit School District No. 9 a sick leave bank is established with one hundred ten (110) days.

### C. Replenishment of Sick Leave Bank

At the beginning of each school year the Board will replenish the Bank to one hundred ten (110) days if needed.

### D. Eligibility and restrictions for Use of Sick Leave Bank

1. The teacher must have exhausted all accumulated sick leave and personal/business leave days.
2. The teacher (at his/her expense) must produce a doctor's certificate as proof of serious health condition.
3. The teacher must be absent after the exhaustion of sick leave and personal/business leave days three (3) consecutive work days as a result of the serious health condition. Any additional sick leave granted from the Sick Leave Bank shall begin at the conclusion of this three (3) day period.
4. Eligible teachers shall submit their applications for bank days to the Governing Committee for consideration.
5. A teacher receiving disability benefits under the Illinois Teachers' Retirement System shall not be eligible to draw days from the Sick Leave Bank for the same days awarded by TRS.
6. Non-tenured teachers shall have bank days capped at a total of twenty (20) days per year. Tenured teachers shall have bank days capped at a total of forty-five (45) days per year.

E. Governing Committee

A committee is established to act as the governing body for the administration of the Sick Leave Bank. The committee shall consist of the Superintendent, two (2) board members and three (3) members of the Sangamon Valley Education Association. All decisions of the committee shall be final.

**6.3 Business/Personal Leave**

- A. Each full-time teacher shall be entitled to three (3) days of personal leave without loss of pay or benefits annually. Except in emergencies, notice of intended use for personal leave must be in writing and must be submitted to the Superintendent two (2) school days before the requested leave is to begin.
- B. Unused business/personal leave shall accumulate as sick leave under the sick leave provisions of this Agreement. However, teachers may elect to carry over two (2) unused personal days to the following year (for a maximum of up to five (5) personal leave days in any given school year). Employees may not use four (4) successive personal days during the first two (2) weeks of the school year or during the months of May or June, nor can any more than one (1) teacher per attendance center use more than four (4) days in succession during any given thirty (30) day period.
- C. No more than two (2) teachers per attendance center may use personal leave on any given day, except with the express permission of the Superintendent. Leave will be granted on a first request basis.
- D. Only full-day personal days will be approved.
- E. Up to two (2) additional days may be granted for urgent personal matters. The Superintendent must approve the additional day(s). The teacher requesting will have the daily sub rate reduced from his/her pay.

**6.4 Other Absences**

Leaves of absence without pay may be granted to teachers consistent with the needs of the District as determined by the Board. The decision of the Board shall be final and not subject to arbitration.

**6.5 Jury Service**

A teacher serving on a jury or a teacher who is subpoenaed to appear in a judicial proceeding in which said teacher is not a party or party of interest, during his/her scheduled

working hours, shall receive his/her full salary for the time served on the jury or appearance in the judicial proceeding, surrendering to the Board all payments received for serving as juror or witness, less any payments for non-duty days, mileage allowance, meal allowance and parking fees.

## **6.6 Sabbatical Leave**

Sabbatical Leave may be granted in accordance with 105 ILCS 5/24-6.1.

# **ARTICLE VII: SALARY AND FRINGE BENEFITS**

## **7.1 Salary Schedule**

A copy of the salary schedule will be attached as Appendix A.

- A. Advancement of the schedule will be as follows:
  - 1. College credit earned prior to August 1<sup>st</sup> of the school term will count in determining the placement of the teacher on the salary schedule for the ensuing year.
  - 2. Teachers are expected to have all college credit approved in advance for movement on the salary schedule by the Superintendent. College hours must be approved in the field of education and at a fully accredited institution as determined by the Superintendent or Board of Education.
  - 3. Credits for adjustments in salary should be filed with the Superintendent not later than the first day of student attendance of the school year for which the salary is to be received.
  - 4. Horizontal movement on the salary schedule shall be granted for extra college credit beyond the Bachelor's degree when the extra college credit is earned after the teacher has his/her teaching certificate. Credit hours must be graduate-level courses in the teacher's teaching field and/or courses towards a Master's Degree in administration or the teacher's teaching field.
- B. There will be a stipend of \$100.00 for any teacher who received and/or retains the title of "Nationally Certified Teacher" with limit of payments for ten (10) years.
- C. Compensation for extra duties shall be in accordance with the list of stipends attached to the Agreement.



## **7.2 Health Insurance**

For the 2022-2023 school year, the Board shall pay up to Seven Hundred Seventy Five and 00/100 Dollars (\$775.00) per month for a group major-medical health and hospitalization policy for each teacher under the plan provided by the Board. The teacher shall pay the premium cost of dependent coverage if the teacher desires such coverage.

For the 2023-2024 school year, the Board shall pay up to Eight Hundred Twenty-Five and 00/100 Dollars (\$825.00) per month for a group major-medical health and hospitalization policy for each teacher under the plan provided by the Board. The teacher shall pay the premium cost of dependent coverage if the teacher desires such coverage.

For the 2024-2025 school year, the Board shall pay up to Nine Hundred and 00/100 Dollars (\$900.00) per month for a group major-medical health and hospitalization policy for each teacher under the plan provided by the Board. The teacher shall pay the premium cost of dependent coverage if the teacher desires such coverage.

For the 2025-2026 school year, the Board shall pay up to Nine Hundred Fifty and 00/100 Dollars (\$950.00) per month for a group major-medical health and hospitalization policy for each teacher under the plan provided by the Board. The teacher shall pay the premium cost of dependent coverage if the teacher desires such coverage.

The District will notify the Association whenever it requests proposals or bids for changes in insurance coverage or carriers. A joint insurance committee shall meet annually to assess insurance options and recommend any necessary changes to the Board. The insurance committee shall consist of the following members: three (3) SVEA members and three (3) Board of Education/Administrative members.

## **7.3 Tax Sheltered Annuities**

Consistent with, and subject to the limitations of applicable law, eligible teachers may choose to defer part of their gross earnings under the employer's Section 403 (b) Plan in effect from time-to-time. 403 (b) arrangements, traditionally called "tax sheltered annuities," are intended to permit teachers to save for personal retirement by "sheltering" the teacher's contributions from current income taxation. The employer may establish reasonable sign-up periods for 403 (b) participation, and reasonable rules and regulations consistent with applicable law.

## **7.4 Section 125 Plan**

The Board of Education will adopt a Plan intended to avail of the benefits of Section 125 of the Internal Revenue Code, for purposes of permitting eligible employees to shelter from current income taxation those portions of the employer's health plan premiums not paid on the employee's behalf by the employer. The employer may adopt reasonable rules in

respect to the plan, and may retain a third-party administrator to manage and implement the Plan. The Board shall make available an enrollment form to each teacher no later than November 1. A teacher who wishes to enroll must do so no later than December 1.

## **7.5 Life Insurance**

All persons holding the group major medical policy shall also have term life insurance in the amount of \$20,000.00. This term life insurance shall be offered for all staff members regardless of whether they are participating in the major medical coverage. The Board shall pay for the premium for those not taking major medical coverage.

## **7.6 College Credit Reimbursement**

A monetary reimbursement will be made by the Board for any and all in-service professional training, which has had prior approval by the Superintendent, received or earned during the school year and during the unpaid summer vacation, at a rate that follows:

- A. Actual cost up to Two Hundred Fifty and 00/100 Dollars (\$250.00) or the actual cost, whichever is less, per semester hour of credit, with a maximum of sixteen (16) hours credit earned during one (1) year in order to defray the costs of receiving professional training; and
- B. One hundred percent (100%) of all costs paid by the Board for all training specifically requested by the Board and/or Superintendent. Any teacher participating in the course reimbursement program under this Paragraph B will be required to work for the Sangamon Valley C.U.S.D. #9 for a period of five (5) years after completion of the program for which Sangamon Valley C.U.S.D. #9 provided financial assistance. Failure to fulfill the five (5) year obligation will result in the teacher reimbursing the District for money paid for course reimbursement. The amount of the reimbursement will be prorated on an annual basis relative to the extent of the work commitment that has been fulfilled (i.e., if the individual leaves the employ of the District after completing two (2) years of the five (5) year work commitment, the teacher must reimburse to the District three-fifths (3/5ths) of the tuition reimbursement paid). A teacher who withdraws from the program or otherwise fails to complete the program within four (4) years of beginning the program shall reimburse the District for all money the District has invested in furthering the teacher's education.
- C. Participation in the college credit reimbursement program shall be limited to four (4) participants at any given time. Participants may continue in the program until they complete their degree program or choose to cease participation. Participants shall be determined by lottery, conducted by the Superintendent with an Association representative present. Those teachers wishing to participate in the lottery shall submit their request for approval no later than July 1<sup>st</sup> for the coming school year.

No teacher who has already received reimbursement for a Master's Degree from the District is eligible for the lottery unless there are fewer than four (4) teachers entered into the lottery. A lottery will be held for any open slots by July 15<sup>th</sup> of each year (if necessary). If a teacher is selected in the lottery, the teacher shall begin the program no later than the next semester following selection or forfeit their place in the program. In the event that one of the four selected recipient reimbursement slots becomes available mid-year, the available funds shall be immediately offered to the next applicant(s) on the waiting list (selection order to be determined during the prior July lottery drawing).

- D. College hours, whether traditional or online, must be approved in the field of education and at a fully accredited institution as determined by the Superintendent or Board of Education. Credit hours must be non-graduate or graduate courses in the teacher's teaching field and/or graduate courses for a Master's Degree in administration or the teacher's teaching field and must provide the teacher with skills, knowledge, and competencies that are specifically applicable to their current position and enhance his or her performance in that job. Teachers must successfully complete courses to qualify for tuition reimbursement. Successful completion is defined as receiving a passing grade.
- E. Any teacher participating in the course reimbursement program will be required to work for the Sangamon Valley C.U.S.D. #9 for a period of three (3) years after completion of the program for which Sangamon Valley C.U.S.D. #9 provided financial assistance. Failure to fulfill the three (3) year obligation will result in the teacher reimbursing the District for money paid for course reimbursement. The amount of the reimbursement will be prorated on an annual basis relative to the extent of the work commitment that has been fulfilled (i.e., if the individual leaves the employ of the District after completing two (2) years of the three (3) year work commitment, the teacher must reimburse to the District one third (1/3) of the tuition reimbursement paid). A teacher who withdraws from the program or otherwise fails to complete the program within four (4) years of beginning the program shall reimburse the District for all money the District has invested in furthering the teacher's education.
- F. If the employee is unable to complete the program or the work commitment due to life altering circumstances, the Employee will have the opportunity to petition the Board to waive his/her obligation to reimburse the District for tuition reimbursement.

## 7.7 Mileage

Any teacher who is directed by the administration to use his/her automobile for official school business shall be reimbursed at the IRS rate for expenses approved by the administration. Rate changes, if any, will occur on January 1 and July 1. School business

shall include, but not be limited to, travel between buildings during the school day as required by teaching assignment. The distance from the earliest daily assignment to the next assigned building will determine payment.

## **7.8 Payment of Salaries**

- A. During the school year, paydays shall be the 30<sup>th</sup> and 15<sup>th</sup> of each month. Teachers may choose one (1) of the following ways to have their salaries paid:
  - 1. 12 months with 24 payments with the first payment on August 30 and the last payment on August 15;
  - 2. 9 months with 18 payments; and
  - 3. 9 months (August - May to be paid bi-monthly and the balance of pay (June - August) to be paid in full on the last day of the school year.
- B. Payment of salaries shall be by Direct Deposit through each Teacher's bank. A pay stub will be provided each pay period for each Teacher.
- C. If payroll date falls on a weekend or holiday, deposits shall be made the last work day prior to the payroll date.
- D. Payment for ticket taking shall be made on a monthly basis.

## **7.9 Retirement Contribution**

From the salary schedule amounts set forth in Appendices A and B, the Board agrees to pick up and pay the following contributions to the downstate Teacher Retirement System (TRS) on behalf of each teacher: up to a maximum of 9.0% (1.098901) . The purpose of such contribution shall be to shelter such pay from federal income tax consistent with tax rulings 414H (2), 81-36. Should such shelter be subsequently declared illegal by a court of competent jurisdiction or superseded by a later tax ruling, such payment shall become gross income to the teacher. Each teacher shall be responsible for paying the appropriate T.R.S. contribution for Board-paid health insurance and insurance annuity benefits to the T.R.S.

The teachers, individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty if such shelter should be declared illegal by a court of competent jurisdiction or found improper by subsequent tax ruling or audit.

## **7.10 Extracurricular Pay and Ticket-Taking Opportunities**

A. See Appendix B.

B. Ticket-taking, clock operator, and official scorer opportunities for all extracurricular activities would first be offered to all certified staff prior to the start of each activity season by posting sign-up lists in the teacher's lounge of each attendance center. Once certified staff have been given the opportunity to sign up, the opportunity would be opened up to non-certified staff or volunteers to sign up.

## **7.11 Internal Substitute Pay**

Any teacher who voluntarily instructs a class is assigned to a class other than his/her own and forfeits his/her only preparation period, shall be compensated at \$25.00 per hour. For purposes of this section an "hour" shall mean one (1) regular period. When efforts to find a volunteer has been exhausted, administration can assign a teacher to substitute. Reasonable efforts to find an internal substitute will be exhausted before requiring teachers to absorb students from another class.

## **7.12 Payroll Deduction**

Employees may deliver to the Board written authorization for payroll deduction. Upon receipt of properly executed authorization, the Board shall deduct for insurance plans, credit union, annuities, and/or other retirement options. Each teacher shall elect his/her options no later than August 20<sup>th</sup> on a form provided by the administration. Teachers may be allowed only one (1) total change (all categories) per contract year after the August 20<sup>th</sup> date.

# **ARTICLE VIII: EARLY RETIREMENT INCENTIVE**

## **8.1 Eligibility**

A teacher who retires into the Illinois Teachers' Retirement System after fifteen (15) years of full-time service to the District (District means Sangamon Valley, Sangamon Valley-Illiopolis or Sangamon Valley Niantic-Harristown) and by such retirement causes there to be no Early Retirement Option (ERO) costs to the District shall be eligible for this incentive.

## **8.2 Retirement Incentive Bonus**

A. **Plans**

1. **One Year Plan**

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the Teacher will be removed from the salary schedule and for the final year of employment the Teacher's nonexempt TRS creditable earnings shall be increased by the maximum amount allowed under TRS rules without a penalty or additional payment up to a maximum of six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

**Example:** The Teacher's prior year nonexempt TRS creditable earnings were \$40,000.00. The Teacher's final year nonexempt TRS creditable earnings will be \$42,000.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ).

2. **Two Year Plan**

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by the maximum amount allowed under TRS rules without a penalty or additional payment up to a maximum six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

**Example:** A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2007, stating he/she will retire on June 30, 2009. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The Teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ).

3. **Three Year Plan**

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by the maximum amount allowed under TRS rules without a penalty or additional payment up to a maximum six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

**Example:** A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2007, stating he/she will retire on June 30, 2010. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The Teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The Teacher's nonexempt TRS creditable earnings for the 2009-2010 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

4. **Four Year Plan**

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final four (4) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by the maximum amount allowed under TRS rules without a penalty or additional payment up to a maximum six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

**Example:** A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2007, stating he/she will retire on June 30, 2011. The Teacher's nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The Teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The Teacher's nonexempt TRS creditable earnings for the 2009-2010 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ). The Teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$50,499.78 (i.e.,  $47,640.64 \times 1.06 = \$50,499.78$ ).

B. **Miscellaneous**

1. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (i.e., Appendix B, extended contract and/or stipends), the Teacher's nonexempt TRS creditable earnings will be adjusted accordingly.

**Example:** The Teacher's nonexempt TRS creditable earnings from the

2006-2007 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2006-2007. Under the Teacher's retirement plan, he/she would be scheduled to receive \$45,580.00 nonexempt TRS creditable earnings for the 2007-2008 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the Teacher resigns from his/her coaching position before the start of the 2007-2008 school year. The Teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ) rather than \$45,580.00.

Once an irrevocable letter of retirement is submitted, the teacher will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the teacher. Notwithstanding any other provision of this Agreement, the employer shall not be required to assign a teacher to any duties that would cause that teacher's creditable earnings in any year to exceed six percent (6%) of the preceding year, or otherwise to incur a "penalty" payable to TRS under applicable law or regulation.

2. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter or retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any nonexempt TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
3. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

## **Article IX: EVALUATION**

### **9.1 Evaluation**

The Board of Education will follow the evaluation procedure for certified staff as outlined in the Teacher's Guidebook for Evaluation. Any changes to said Guidebook will be determined by the action PERA joint committee. No teacher may utilize the grievance procedure to challenge any decision of the PERA joint committee nor his or her evaluation rating. Only the procedural aspects of the Guidebook may be subject to the grievance procedure.



## **ARTICLE X: EFFECT OF AGREEMENT**

### **10.1 Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

### **10.2 Individual Contracts**

Individual contracts or employment agreements shall be consistent with the terms and conditions of this Agreement.

### **10.3 Savings Clause**

Should any article, section or clause of this Agreement be declared illegal by anybody of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

### **10.4 Waiver of Additional Bargaining**

The parties acknowledge that during the negotiations which results 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 or by specific agreement of the parties, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualified waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, 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 subject or matter may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this Agreement.

### **10.5 Administration of School Policy**

Except as expressly provided by this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of the teachers, are vested exclusively in the Board of Education.

It is the law of the State of Illinois that the determination and administration of school

policy, the operation and management of the schools, and the direction of teachers are vested exclusively in the Board. It is the duty of all teachers to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the school, and the direction of teachers shall be final.

It is expressly understood and agreed that all functions, rights, powers, or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

**10.6 No Strike Clause**

The Association and the teachers hereby agree not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the School District during the term of this Agreement.

**10.7 Term of Agreement**

This Agreement shall be effective August 18, 2022, and shall continue in effect until August 18, 2026.

In Witness Whereof, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**For the Sangamon Valley Education  
Association IEA/NEA**

**For the Board of Education,  
Sangamon Valley Community  
Unit School District No. 9**

\_\_\_\_\_

\_\_\_\_\_

**Appendix A**

Memo of Understanding

The Board shall be under no obligation to make a contribution under Section 7.2 of the collective bargaining agreement for the following named teachers:

Jamie Antonacci  
Teri Runions

For the duration of this Agreement, the salary of these teachers shall be increased in the annual sum of \$7,500.00 over and above the applicable salary stated in the salary schedule, which additional salary shall be paid in accordance with the teacher's regular payroll procedure.













<b>Active</b>	
Position	%
Activities Director	9
FFA Advisor	13
FBLA Advisor	4
HS Football Head	13.5
HS Football Asst	8.5
HS Football Cheer	3.5
HS Basketball Head (G)	13.5
HS Basketball Asst (G)	8.5
MS Basketball Head (B)	9
MS Basketball Asst (B)	6
MS Basketball Head (G)	9
MS Basketball Asst (G)	6
MS Volleyball Head	9
MS Volleyball Asst	6
MS Cheer	3
HS Scholastic Bowl Head	5.5
HS Scholastic Bowl Asst	3.5
MS Scholastic Bowl Head	3.5
MS Scholastic Bowl Asst	2.5
HS Track (B)	9
HS Track (G)	9
MS Track (B)	7
MS Track (G)	7
Class Sponsor (F)	2
Class Sponsor (S)	2
Class Sponsor (J)	2
Class Sponsor (Snr)	2
Publications Advisor	4.5
Band Director	10
Choir Director	5
Play Director Head	4
Play Director Asst	2
Musical Director Head	4
Musical Director Asst	2
NHS Sponsor	2.5
MS Speech Asst (2)	2
MS Student Council	2
Flag Corps	3.5
MS Speech Head	3
HS Student Council	5
HS FB Ticket-taker (4)	\$500 Or \$40/game
HS FB Announcer (JV/V)	\$500 Or \$40/game
HS FB Clock	\$500 Or \$40/game
HS GBB Ticket-taker	\$500 Or \$40/event
HS GBB Clock	\$500 Or \$40/event
HS GBB Scorebook	\$500 Or \$40/event
MS BBB Ticket-taker	\$500 Or \$40/event
MS BBB Clock	\$500 Or \$40/event
MS BBB Scorebook	\$500 Or \$40/event
MS GBB Ticket-taker	\$500 Or \$40/event
MS GBB Clock	\$500 Or \$40/event
MS GBB Scorebook	\$500 Or \$40/event
MS VB Ticket-taker	\$500 Or \$40/event
MS VB Clock	\$500 Or \$40/event
MS VB Scorebook	\$500 Or \$40/event

<b>Inactive</b>	
Position	%
Dance Coach	2.5
HS Volleyball Head	13.5
HS Volleyball Asst	8.5
HS Basketball Head (B)	13.5
HS Basketball Asst (B)	8.5
Speech Team	3.5
HS Baseball Head	9
HS Baseball Asst	5.5
HS Softball Head	9
HS Softball Asst	5.5
HS Basketball Cheer	3.5
Choir Asst/Director	6.5
MS Play Director	2.5
Gifted (Enrich.) Coordinator	2
MS Softball Head	7
MS Softball Asst	4.5
Freshman Volleyball	8.5

<b>Experience Bonus</b>	
Years**	Percent***
0	0
1	3
2	3
3	6
4	6
5	10
6	10
7	12
8	12
9	14
10	14
11	16
12	16
13	18
14	18
15	20
16	20
17	22
18	22
19	24
20	24
21+	25

\*Stipend is equal to the state percentage of the Step Zero Base Salary as reflected in Appendix A

\*\*Experience Years are the number of years of experience for that employee in the specific extracurricular position

\*\*\*Experience Bonus shall be a percentage of the Total Stipend for the specific extracurricular position

