

# **OFFICIAL COPY**

**2016-2021**

## **AGREEMENT**

**Between the  
Board of Education of District No. 200  
and the  
Woodstock Council of Teachers,  
McHenry County Federation of Teachers,  
IFT/AFT, AFL-CIO, Local #1642**

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## **PREAMBLE**

The parties to this Agreement are the Board of Education of District No. 200, of McHenry County, Woodstock, Illinois, hereinafter referred to as “the Board,” and the Woodstock Council of Teachers, McHenry County Federation of Teachers, IFT/AFT, AFL-CIO, Local #1642, hereinafter referred to as “the Union.” The parties agree to bind themselves to the terms and conditions of professional service set forth herein.

The term “teacher” as used in this Agreement shall mean any regular full time and part-time licensed teaching personnel except for superintendent, assistant/associate superintendents, directors, principals, assistant principals, and curriculum coordinators who serve as such half-time or more. This agreement shall also cover Illinois State Board of Education licensed school nurses. It shall not mean any new position whose responsibilities include making meaningful recommendations for hiring, assignment, transfer, promotion, discipline or dismissal of certified teaching personnel or substitutes, or non-certified associates.

Any teacher employed less than full-time shall receive all benefits hereunder on a prorata basis.

# **ARTICLE 1. RECOGNITION OF THE UNION**

## **Section 1 - Recognition**

The Board recognizes the Union as the exclusive bargaining agent for the teachers and agrees not to negotiate with any individual teacher or other organization(s) with respect to teachers' salaries and terms and conditions of employment, provided this shall not be construed as precluding the issuance of individual contracts to pre-tenured teachers, provided further such contracts shall conform to this Agreement.

## **Section 2 - Meetings**

- A. The Union President or designee shall have the right to meet monthly with the Superintendent or designee to discuss this Agreement or other matters of Union concern. Union building representatives shall have the right to meet weekly if necessary with building principals to discuss any possible changes in working conditions of teachers, implementation of this Agreement and other matters of Union concern. Any agreements reached at such meetings shall be consistent with the terms of this Agreement, unless the Union and Board mutually agree otherwise. The Union also shall be given a place on the agenda of a regularly scheduled meeting of a department, team, building or District teachers' meeting if, at least one (1) calendar day prior to the meeting, the Superintendent or designee is notified in writing, and the matter is previously discussed.
- B. The Union President or Vice-President shall have the exclusive right to address new teachers at their orientation meeting to welcome them to the District, to distribute this Agreement, to encourage them to join the Union, and to advise them of the services offered by the Union.
- C. After-school on the third (3rd) Wednesday of each month shall be reserved for meetings of the Union. The District shall schedule no other meetings involving teachers during such time.

## **Section 3 - Use of Facilities**

The Board agrees that bulletin board space shall be provided for Union use in each building for the purpose of posting notices of Union activities and other matters of Union concern. Regular mail service and facilities of the District shall be made available to the Union for similar communications to teachers, provided such mail service is to the extent required by law, intra-building and not inter-building. The Union shall be permitted use of the District's computer network for routine Union business, without prior approval and without cost, provided such shall be used in accordance with the District's policy, rules and regulations regarding Community Use of School Facilities (4.152), Computer Network and Internet Safety, Access and Use (6.235), Web Page Publishing Guidelines (7.310), and these or other policies as may be reasonably amended or adopted from time to time. In the event of such amendments or adoptions, the Union shall receive a copy. In addition, the Union acknowledges that there shall be no expectation of privacy with regard to the use of the District computer network, nor will such use be made for political purposes.

#### **Section 4 - Use of Equipment**

- A. The Union shall have the right to use school equipment at the reasonable cost of all materials and supplies used. Arrangements for the use of equipment shall be made in advance with the building principal, and arrangements for the payment of the cost shall be made in advance with the Business Services Office.
- B. The Union shall be permitted to place a file cabinet of reasonable size in an assigned area of the school in which the Union President is a teacher.

#### **Section 5 - Notices of Union Meeting**

Notices of Union meetings shall be placed in the weekly District school calendar issued from the Board of Education Office and the building school calendars (if available) provided the Union gives the necessary information to the Superintendent and building principal, respectively. Copies of such calendars shall be given to building representatives. Copies of District school calendars shall also be delivered to each building.

#### **Section 6 - Availability of Financial Data**

Upon written request, the Union shall be supplied information concerning the financial position of the District, including, when prepared, a copy of the current annual audit report, monthly financial statements and the tentative and final budgets. The Union shall also have the right to make appointments to examine the financial records of the District at reasonable times and in the company of the Superintendent or designee.

#### **Section 7 - List of Teachers**

The Union shall be supplied with a list of all teachers no later than six (6) weeks after the start of each school year. Such list shall include each teacher's home address and telephone number, if available. The Union also shall have the right to examine from time to time the address file of the District for updating its own list of teachers. The names and addresses of new teachers shall be given to the Union President or designee within five (5) business days following Board action.

#### **Section 8 - Distribution of School Policies**

A copy of the current policy manual of the Board shall be maintained on the District's website. Any revisions will be posted on-line in the current policy manual upon Board approval.

#### **Section 9 - Board Meetings**

Upon request, a representative of the Union may appear before the Board and speak at its meeting as to matters relating to this Agreement or otherwise affecting teachers. The scheduled matters shall appear on the agenda as early as practicable. Such matters shall be first discussed with the Superintendent and, after such discussion, should the Union so request, the matter shall be scheduled on the Board agenda through the Superintendent.

## **Section 10 - Union President**

The Union President shall not be regularly assigned any additional duties other than his/her regular teaching duties, except on a voluntary basis. The Union President shall be given an eighty percent (80%) teaching load, without reduction in salary and benefits, in order to conduct Union business as it pertains to contract implementation and/or contact with administrators, teachers and others concerned with the operation of the schools. The Union shall reimburse the Board fifty percent (50%) of the cost to implement this provision. The cost shall be based upon ½ of 20% (or 10%) of the average regular salary cost of the teachers in the department in which the Union President is employed who are eligible to teach the 20% teaching load which would have otherwise been assigned to the Union President. Should the Union President be a teacher from the elementary school or in a non-departmentalized teaching position, the Board and the Union shall meet to determine the manner in which such released time shall be provided and the appropriate reimbursement formula.

In addition to the above release time, the Union President shall be entitled to borrow days from any unused days remaining from the eight (8) school days of Union leave per school year as provided in Article 12, Section 4. In accordance with the above paragraph, such borrowed union leave days shall be used to conduct Union business as it pertains to contract implementation and/or contact with administrators, teachers and others concerned with the operation of the schools. The Union shall reimburse the Board fifty percent (50%) of the existing substitute rate for each day used.

## **Section 11 - Board Meeting Agenda**

Agenda, condensed minutes and any public domain committee reports of the Board meetings shall be distributed as soon as available to all building representatives and the Union President. After receipt of the agenda and per request, the Superintendent shall meet with the Union President or designee to explain anticipated Board action concerning policy changes or other actions directly affecting teachers, and they shall review supporting materials of a non-confidential nature. At that time, the Union President and the Superintendent shall determine whether any copies are to be given to the Union.

## **Section 12 - Union Listings**

The names, addresses and telephone numbers of the Union officers shall be listed in the telephone directory and copies of this Agreement. The Union shall supply the typed page on or before September 1 of each year for insertion in the directory.

## **Section 13 - Dues Check-Off**

The Board shall deduct current membership dues of the Union from each teacher, provided 1) an authorization in writing for such deduction has been provided by the teacher, 2) the amount of dues to be deducted for such teacher remains constant for all paychecks issued for services rendered during a specific school term, 3) such deductions shall not commence earlier than September in any given year and 4) the Union furnishes the Board with an appropriate hold harmless provision. The Union shall provide the District Office with the amount of dues to be deducted from each paycheck for the school year at least fifteen (15) business days prior to the first (1st) paycheck of the school year. Termination of employment for any reason shall constitute revocation of authorization for dues deduction. Any other revocation of authorization for dues deduction shall be made

in accordance with the terms set forth in the authorization which was in use on June 1, 1992, or any new authorization form which is mutually acceptable to the Board and the Union.

#### **Section 14 - Board Authority**

The Union recognizes that the Board has the full authority and responsibility under the laws of the state of Illinois for directing and operating the District and determining educational policy. As a public institution, the Board reserves these rights, powers, authority, duties and responsibilities, and, in the adoption and application of such rules, regulations and policies as it may deem necessary to carry them out, it shall be limited only by the specific and express terms of this Agreement to the extent permitted by law.

#### **Section 15 - Fair Share**

All teachers who are not members of the Union, commencing on the effective date of this Agreement, or thirty (30) days after their initial employment, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teachers and remitted to the Union provided, however, that:

- A. The Union has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the Illinois Educational Labor Relations Board (IELRB); and
- B. The Union has annually certified in writing to the Board (1) the amount of such fair share fee and (2) the fact that the notice required in (A) above has been posted.

The Board shall cooperate with the Union to ascertain the names of all non-members of the Union from whose earnings the fair share payments shall be deducted.

The Union shall prepare a notice containing the fair share fee information as required by the rules and regulations of the IELRB, advising that any non-members may file an objection to the fee with the IELRB (with a copy served on the Union) at any time before the expiration of this Agreement, in accordance with the rules and regulations of the IELRB. The parties recognize the right of teachers to object to the amount of the fair share fee and that such objections shall be handled under rules and regulations now in effect or adopted later by the IELRB.

Should a teacher file an objection with the IELRB as to the amount of the fair share fee, the Board shall continue to deduct the fee and transmit the portion of the fee in dispute to the IELRB, which shall hold that amount in escrow in an account established for that purpose. The Board shall continue to transmit all such amounts to the IELRB until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to applicable IELRB procedures.

The parties recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act (IELRA). If a non-member teacher asserts the right of non-association under Section 11 of the IELRA, he/she shall be required to pay an amount equal to his/her proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Union. If the teacher and the Union do not agree on the matter, a charitable organization shall be selected from a list established by the IELRB under its rules.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

## **ARTICLE 2. TEACHERS' INDIVIDUAL RIGHTS**

### **Section 1 - Non-Discrimination**

The Board and the Union agree not to discriminate against any teacher on the basis of race, color, creed, sex, marital status, age, national origin, or sexual orientation in violation of applicable laws. Any employee who elects to pursue any claim(s) covered by this section through court or administrative proceedings shall be prohibited from pursuing the same or similar claim(s) through the grievance procedure. This prohibition shall not be construed to require the Union to process an employee's claim(s) through grievance arbitration for any employee who elects not to pursue such claim(s) through court or administrative proceedings if the Union determines that such claim(s) are without merit.

### **Section 2 - Teacher Rights**

Teachers shall have the right to join any organization representing teachers, to bargain collectively through the duly certified bargaining representative and to process grievances under the provisions of this Agreement, and shall also have the right to refrain from any or all such activities.

### **Section 3 - No Interference**

The Board agrees not to restrain, coerce or discriminate against any teacher because of membership or participation in the activities of any organization representing teachers.

### **Section 4 - Teachers' Non-School Activities**

Neither the Board nor the administration shall make regulations that attempt to govern teachers' non-school activities except in exceptional circumstances where such activities can be proved to have had a significant negative impact on the discharge of the teacher's professional duties.

### **Section 5 - Conduct - Employment Elsewhere**

Neither the Board nor the Union shall enter into any agreement concerning the employment of teachers in other school districts that will hinder or discourage the teacher from seeking employment in other districts. Any teacher has the right to make application for a position in another school district while still under contract with this District. Such a teacher is free to accept employment elsewhere after the expiration of his/her contract with the Board, or, if a tenured teacher, before July 1 of any year. Upon a teacher's request, the Board shall furnish the chief officer of another district a confidential appraisal of the teacher. A request for such appraisal shall not be construed as a formal notice of intention to resign and shall in no way affect the teacher's position within the District.

## **ARTICLE 3. PROFESSIONAL RIGHTS AND RESPONSIBILITIES OF TEACHERS**

### **Section 1 - Academic Freedom**

The Board and the teachers seek to educate their students in the democratic tradition, to foster recognition of individual freedom and social responsibility and to inspire meaningful awareness of and respect for the Constitution of the United States and that of the state of Illinois. It is agreed that these democratic values are best transmitted to students in an atmosphere where teachers have academic freedom, which shall mean that teachers are free to present instructional materials pertinent to the subject and level taught, presenting all facets of controversial issues in a scholarly manner. Teachers shall be free to discuss within the classroom all matters which are relevant to the subject matter under study and within their area of professional competence, and such matters shall at all times be presented in a manner that is objective, consistent with accepted standards of the community as characterized by the United States Supreme Court and the profession, and in conformity with the curriculum guidelines established by the District.

### **Section 2 - Student Grades**

The Board acknowledges the right of the individual teacher to determine the grade of his/her students consistent with Board policy and objective evidence. In the event that it can be shown that the teacher's grade is not consistent with Board policy or not based on objective evidence, the Union recognizes the right of the Board to determine and attach student grades for the purpose of student advancement or qualification for other courses, the meeting of graduation requirements and the transmittal of grade reports to educational institutions or potential employers. This Section shall not be subject to the provisions of Step 3 of Article 10, and, in lieu thereof, any alleged violation shall be considered by the Board whose decision shall be final.

### **Section 3 - Classroom Interruptions**

Classroom interruptions, whether in person or by other means of communication, other than those established as part of the regular school day, are to be permitted only with the authorization of the building principals. If it is a practice in the building to deliver messages to students, every effort shall be made to deliver messages to teachers, provided the administrative office receiving the message reasonably believes that the teacher's prompt response to the message is needed and that delivery of the message by internal mailbox would be inadequate for such response.

### **Section 4 - Student Discipline**

- A. The Board and the Union agree that, insofar as such affect the rights and/or responsibilities of teachers, the provisions in the appropriate Faculty Handbook with respect to student discipline, including any amendments thereto as may be adopted by the Board, shall be applicable. The administration shall provide a set of written procedures for the handling of disciplinary problems affecting their buildings. The Board shall provide alternate procedures for the handling of disciplinary problems and emergencies where the principal or designee is not in the building.
- B. A teacher may refer a student to the building principal or designee if the grossness of an offense, the persistence of the behavior or the disruptive effect of a violation makes continued presence of the student in the classroom intolerable and disruptive. If a student is returned to the classroom by the

principal or designee, the teacher shall be so advised. If the teacher desires, he/she shall have a right to conference with the principal or designee regarding any issue related to the incident as soon as possible thereafter and provided such conference occurs during the teacher's free time.

### **Section 5 - Learning Programs**

Teachers shall be free to structure learning activities within the established instructional program. Teachers shall have the support and assistance of supervisors in methodological and organizational experimentation approved by the Board. This Section shall not affect the right of the Board to suggest improvements in performance or the right to require remediation of performance.

### **Section 6 - Special Needs**

The Board shall continue to implement a program that establishes a comprehensive pre-referral process adhering to state and federal guidelines.

### **Section 7 - Substitutes**

The Board shall make every effort to secure substitute teachers for teachers on sick leave, personal leave or other approved absences. When no substitute is available, the following conditions shall apply:

- A. Teachers required to substitute for an entire class of another teacher during a time when the first teacher would be able to plan or prepare shall be compensated at the following rates per clock hour:

2016-2017	\$42.34
2017-2018	\$43.18
2018-2019	\$44.05
2019-2020	\$44.93
2020-2021	\$45.83
- B. In situations where an elementary teacher assumes the responsibility for the instruction of an entire class for one-half (1/2) day or more, such teacher shall be paid additionally at two-thirds (2/3) of the full day substitute pay rate for each half-day worked.
- C. Compensation shall be paid to the minute.
- D. Arrangements for and bookkeeping of the conditions set forth in this Section shall be made by the administration.

### **Section 8 - Mentoring Committee**

The parties of this Agreement shall form a committee of no more than six (6) members, three (3) of which shall be appointed by the Union President or designee and three (3) of which shall be appointed by the Superintendent or designee, to develop a plan and procedure for having experienced staff members involved in a mentoring program for non-tenured teachers and any tenured teachers who request such assistance.

### **Section 9 – Mentor Stipends**

Experienced staff members who volunteer to mentor either non-tenured teachers or tenured teachers who request such assistance shall be compensated as follows:

- 1). For mentoring such teachers who are in the first or second year of being mentored, a mentor will receive a stipend in the following amounts:

2016-17	\$408
2017-18	\$416
2018-19	\$424
2019-20	\$432
2020-21	\$442

### **Section 10 - Team Leaders**

Team leaders shall receive a stipend established by the Board. The building level team may recommend teachers to these positions; however, the selection and final approval of said positions shall rest with the Superintendent or designee.

### **Section 11 – Division Chairpersons**

Each division (defined as one department or combination of departments as determined by the Superintendent or designee for each site and based upon division needs) will have a single chair position assigned to the division. Any sub-dividing of division chair responsibilities with an Assistant Division Chair(s) will be based upon a recommendation from the Division Chair to the Administration. The final approval to sub-divide the division shall rest with the Superintendent or designee. Division Chairs will recommend personnel to fulfill the Assistant Division Chair position(s) to the Administration and final approval of personnel for said position(s) shall rest with the Superintendent or designee. Each Division Chair will receive one release period per day.

Division Chairpersons shall receive a stipend established by the Board. Assistant Division Chair(s), if any, will receive, in twenty-five percent (25%) increments, a pro-rated amount of the stipend established by the Board for the Division Chair. In turn, the Division Chair will receive a pro-rated reduction, in twenty-five percent (25%) increments, to offset the portion of the annual stipend received by the Assistant Division Chair(s).

Division Chairs who hold type 75 General Administrative certification will receive an annual stipend for completion of up to a maximum of ten (10) formal evaluations per school year if they elect to participate in the evaluation process. If the Division Chair elects not to conduct performance evaluations, the Administration will utilize this information as part of the selection criteria for Division Chair appointment in subsequent years.

### **Section 12 – Lead Teachers**

Teachers who are appointed as lead teachers in elementary and middle school buildings shall receive a stipend established by the Board. Teachers who are interested in becoming a lead teacher may submit a written request to his/her school building principal. The school building principal will make the final determination as to the appointment and placement of elementary lead teachers. Elementary Lead Teachers will be the contact person when a building administrator is out of the building for a pre-scheduled event or an illness.

## **ARTICLE 4. EVALUATION OF TEACHERS**

### **Section 1 - Courtesy in Relationships**

The basis of professional relationships between teachers and administrators shall be one of common courtesy and mutual respect at all times.

### **Section 2 - Basis of Evaluation/Evaluation Committee**

Teacher performance shall be evaluated in the classroom and in other professional responsibilities which have been identified as such in the document entitled "A Framework for the Improvement of Professional Practice." Details of the Performance Evaluation Plan described in "A Framework for the Improvement of Professional Practice" shall be incorporated herein by reference. The Board acknowledges that the procedural aspects of the Evaluation Plan constitute a mandatory subject of bargaining and are grievable. However, the parties agree that the substantive portions of the Evaluation Plan, are not mandatory subjects of bargaining and that the individual evaluations and the evaluation ratings shall not be grievable except to the extent such evaluations or ratings result from violations of either the procedural components of the plan or Section 24A of the School Code. A committee shall be formed in accordance with Section 24A-4(a) of the *School Code*, as may be amended from time to time. The Committee shall not exceed fourteen (14) in number and shall review the formal evaluation instrument(s), criteria, and procedures utilized in the District to ensure that the plan is meaningful for teacher growth and in compliance with all necessary components of the plan as stipulated in Section 24-A of the School Code.. The Committee, one-half (1/2) of which shall be teachers designated by the Union President or designee, and one-half (1/2) appointed by the Superintendent or designee, shall submit its recommendations in writing to the Board through the Superintendent and to the Union by April 30 of each school year.

### **Section 3 - Evaluation Guidelines**

- A. Evaluations of the certified teaching staff shall be made by individuals who have successfully completed the comprehensive training modules and assessments on evaluation of certified teachers conducted by the State Board of Education in accordance with applicable law and/or State Board regulation. Such a qualified individual is hereinafter referred to as "evaluator."
- B. At the start of the school term, the building principal or designee shall provide all teachers with written notice that a performance evaluation will be conducted in that school term to each teacher affected. The notice must include:
  - copy of the rubric used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating;
  - a summary of the manner in which student growth and professional practice measure are used in the evaluation relate to the evaluation ratings;
  - a summary of District's procedures related to the provision of professional development or remediation in the event the teacher receives a "needs improvement" or "unsatisfactory," including the evaluation tools to be used during the remediation period and
  - the assigned evaluator(s) for the teacher.

Teachers and the Union shall be notified as soon as practical of any changes in evaluators that occur during the school year. Newly hired teachers shall be given the information described above within thirty (30) days of their employment or at the beginning of the school year, whichever is later. Teachers who are reassigned after the beginning of the school year shall be informed as to who shall formally evaluate them at the time they are given their new assignment. The Union shall be notified in the event there have not been any changes in the evaluation procedures, criteria/standards, the instruments to be used and the evaluators from the prior year.

- C. Evaluation or observation of teachers shall not be conducted in an arbitrary or capricious manner and shall not be for the purposes of harassment.
- D. Any forms used in the performance evaluation process can be found in the “Framework for the Improvement of Professional Practice.”

#### **Section 4- Mechanical Observation or Recording Classroom Activities**

No person shall by photographic or other mechanical means observe, listen to or audio/video record classroom proceedings or other activity for formal evaluation purposes, unless the teacher has given his/her permission. This Section shall not apply if a teacher has been issued a notice of remedial warning by the Board, except that, in such instances, any such recordation shall be with the knowledge of the teacher.

#### **Section 5 - Complaints Against Teachers**

Prior to any disciplinary action, any substantive complaint regarding a teacher shall be promptly called to the attention of the teacher. The teacher shall receive the specific complaint in writing. The complaining party shall be asked to submit his/her complaint in writing and to discuss the matter with the teacher with the intention of resolving any differences. A complaining party's refusal to reduce his/her complaint to writing and/or meet with the teacher shall not preclude the Board or its administration from taking disciplinary action.

#### **Section 6 - Conference with Supervisor**

Every teacher has the right to be accompanied by a person of his/her choosing or a Union representative at any meeting with an administrator which may lead to disciplinary action. Advance written notice of such meeting and the nature of the possible disciplinary action shall be given. The Union President shall be given reasonable advance notice of the name of the teacher involved, the date and location of the meeting, and the nature of such possible disciplinary action. In the event the representative chosen is other than a Union representative, the Union President shall be given notice of any disciplinary action taken or recommended within a reasonable time following such meeting.

#### **Section 7 - Discipline**

Disciplinary action other than an oral reprimand may be imposed upon a teacher only for just cause except for teacher dismissal which shall be governed exclusively by the applicable provisions and procedures of the *School Code*. Where it is determined that a teacher should be suspended for just cause, the teacher shall be so informed in writing with the specific reason(s) given for that decision. This Section shall not be applicable to evaluation documents, non-renewal of a probationary teacher's contract or any reduction-in-force.

Nothing in the District's evaluation plan prevents the immediate dismissal of a teacher for deficiencies which are deemed irremediable or for actions which are injurious to or endanger the health or person of students in the classroom or school. Nothing in the District's evaluation plan prevents the dismissal or non-renewal of a non-tenured teacher for any reason not prohibited by law

## **ARTICLE 5. TEACHER PERSONNEL FILES**

### **Section 1 - Teacher Record File**

A teacher's official personnel file kept by the Board or administration shall be maintained under the following conditions:

- A. A teacher's official personnel file shall be maintained into which all evaluative material shall be placed.
- B. Every teacher shall have access, for examination purposes at reasonable times and with reasonable notice, to all of the material in such personnel file, except for the following confidential material:
  - 1) credentials provided by teacher placement offices, and
  - 2) letters of recommendation provided by persons outside the school organization.

A designated employee of the Board may be present during such review.

- C. Every teacher shall have the right:
  - 1) to add to the evaluation file of the Board material pertaining to such matters as are relevant to the teacher's service or his/her qualifications in general, provided such shall be filed within twenty (20) teacher employment days following the event involved therein (except as regards transcripts or credentials),
  - 2) to have dissenting or explanatory material attached to any document on file with a note to "See attached material" on the original document, provided such shall be filed within twenty (20) teacher employment days of the date the original document shall have been made known to the teacher,
  - 3) to have copies, at his/her expense, of all material requested by the teacher from his/her file furnished him/her within two (2) school days after the request has been made, and
  - 4) to follow the grievance procedures under Article 10 through Step 2 if the material allegedly is detrimental to the teacher.
- D. At the time any material critical of a teacher is placed in his/her file, a copy shall be given to him/her.
- E. Any material placed in the file shall be filed and dated by the observer and acknowledged by the teacher.

## **Section 2 - Privacy of Materials on File**

Neither a teacher's file nor any of its contents shall be copied or otherwise made known to anyone without the permission of the teacher, provided, however, such file shall be available to the Board, the administration or any court or other hearing, as may be required by law.

## **Section 3 - Removal of Material from the File**

No teacher or administrator shall remove any material from the Board's official file of the teacher, except by mutual agreement.

## **Section 4 - Board Policy and Regulations**

This Article shall not be construed to prohibit the Board from adopting Board policy and regulations for the maintenance, inspection and dissemination of personnel records provided that, to the extent permitted by law, any rights which teachers have pursuant to this Article shall not be diminished by the adoption of said policy and regulations.

## **ARTICLE 6. CURRICULUM DEVELOPMENT**

### **Section 1 - Teacher Involvement in Curriculum Development**

The Board shall involve teachers in the development of curriculum, however the final decision with respect to curriculum development shall rest with the Board. As used in this Article, curriculum shall include, but not be limited to, appropriate consideration of textbook selection and utilization, supplementary teaching materials and special education services.

### **Section 2 - Selection of K-12 Curriculum Committees**

The opportunity to apply for initial membership on K-12 subject-area curriculum committees will be given to the teaching staff by the school principals no later than the first week of school. Any teacher who wants to volunteer will complete the "Application for Committee Membership" form and submit the application to the building principal no later than the end of the third full week of classes.

Applications will be reviewed and evaluated by the Superintendent or designee. The Superintendent or designee will appoint K-12 subject-area committee members. A goal of the Superintendent or designee will be to insure, to the best of his/her ability, that members on the curriculum committees represent all grade levels (K-12) and all school buildings. The Superintendent or designee will fill vacancies to the K-12 subject-area curriculum committee as soon as possible. The Superintendent or designee will notify the Union President of all appointments to the K-12 subject-area curriculum committees.

Each K-12 subject-area curriculum committee will be chaired by the subject-area curriculum coordinator or curriculum area specialist (CAS). In the event there is no coordinator, curriculum area specialist (CAS) or multiple coordinators sharing a position, the chairperson will be appointed by the Superintendent or designee. The Chair of each curriculum committee shall notify the Union President of any curriculum change recommendations by means of providing a copy of the minutes of the committee meetings.

## **ARTICLE 7. NOTIFICATION OF TEACHING SCHEDULE, SALARY AND VACANCIES**

### **Section 1 - Schedule**

Teachers shall be notified in writing of their schedules for the coming year as soon as practicable, but not later than June 30 of the preceding school year. Notification shall include the subjects and schedule to which they shall be assigned. If the needs of the District require, a teacher's program may be changed subsequent to such notification. If the teacher's program is changed, he/she shall be informed immediately of the change and the reasons for such change.

### **Section 2 - Salary**

Teachers shall be notified of their salary not later than four (4) weeks after this Agreement is signed, or concurrent with the payment of the second payroll check of the new school year, whichever shall occur last.

### **Section 3 - Vacancies**

When vacancies occur for the following school year, notice thereof shall be posted in each building in which six (6) or more teachers are employed. Said notice shall be posted as soon as possible after the Superintendent or designee has knowledge of said vacancy. A copy of such notice and, if changed, a copy of the applicable job description shall also be sent to the Union President.

## **ARTICLE 8. TRANSFERS**

### **Section 1 - Definition of Transfer**

A transfer shall mean any relocation of building assignment and/or reassignment to a grade level or team within a building or any change from one department to another. However, the parties agree that this definition of transfer shall not apply to licensed staff members within the bargaining unit who are assigned to two (2) or more buildings. In addition, changes in job titles without meaningful changes in job description shall not be construed as a transfer within the meaning of this Section.

### **Section 2 - Voluntary Transfer**

Any teacher presently on tenure or eligible for continuing contractual status in the coming school year may apply for transfer to another position or building. Such application shall be in writing and submitted to the Superintendent or designee. A copy of the application shall be provided to the Union President or designee. When filling any such position, it is acknowledged that the Board has the responsibility, upon recommendation of the Superintendent, to evaluate qualifications and to make final judgments; however, the interests and aspirations of the individual teacher shall be considered in all such transfers and in no case shall the transfer be contrary to the interests of the students. Criteria for the transfer shall consist of certifications, qualifications, merit and ability (including evaluations) and relevant experience. When all other factors are judged to be equal, length of continuous service with the district shall be utilized as the final and determining factor. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance resolution procedure provided that, in making a decision, the District shall not fail to adhere to any procedural requirements of this Agreement.

### **Section 3 - Involuntary Transfer**

The involuntary transfer of teachers may become necessary due to pupil distribution, instructional requirements and/or other reasons. When a reduction in the number of teachers in a school or high school department is necessary, all teachers who would likely be eligible shall be informed of the pending transfer, directly or through the Union President or designee for the purposes of having an opportunity to promptly volunteer. If it is determined this an involuntary transfer, the teacher may notify the Human Resources Department of the involuntary transfer. The Board shall also seek to make known to teachers prospective openings for which the teacher would be qualified and to do so in time to permit the teacher to consider to so volunteer, provided, commencing August 1, notice to the Union President or designee shall be sufficient. All volunteers shall be considered in these instances. Upon request, any teacher involuntarily transferred shall be released from his/her contract as soon as a suitable replacement can be employed. In no event shall such teacher be held to his/her contract more than (90) ninety calendar days after effective date of such transfer. No teacher shall be subjected to an involuntary transfer more than one (1) time during a three (3) year period of continuous service with the District unless no other alternative is available and further provided that they are deemed the most qualified for the position they hold based on the criteria set forth in Section 8.2 above. Transfer from a building which has been closed shall not be included in such computation, when applying this sentence.

#### **Section 4 - Transfer Conference**

Any teacher affected as a result of teacher transfers shall have the right, upon request, to a conference with the Superintendent or designee for the purpose of discussing said transfers.

#### **Section 5 - School Opening/Closing**

In the case of a school being opened or closed the Union shall be given advance notice and shall be provided with a copy of staffing plans as soon as available. The Union may submit its recommendations regarding staffing plans related to such opening/closing to the Board with a copy of such recommendations to the Superintendent. Such staffing plans shall be presented to the Board concurrent with any other such plan which may be submitted by the administration or a Board-appointed committee.

#### **Section 6 - Vacancy Defined**

For the purpose of this Article, “vacancy” shall be defined as an entire newly created position or an entire existing position. Vacancy and transfer shall not include a mere redeployment of tenured staff due to reduction-in-force.

## **ARTICLE 9. LEGAL PROTECTION OF TEACHERS- PERSONAL INJURY CASES ARISING OUT OF THE COURSE OF EMPLOYMENT**

### **Section 1 - Report of Personal Injury Cases**

Teachers shall report immediately in writing to their principal all cases of assault and/or battery suffered by them in connection with their employment, and all of the facts and circumstances concerning the incident. Such report shall be submitted within forty-eight (48) hours of the incident unless the teacher is unable to do so by reason of injuries sustained.

### **Section 2 - Aid to Teacher**

This report shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Board, which relates to the incident or the person involved. The Superintendent also shall act in appropriate ways as liaison between the teacher, the police and the courts.

### **Section 3 - Teacher Protection**

Teachers shall have Board assistance in any assault, battery or personal injury case in which a student is injured while under the supervision of the teacher and who subsequently brings suit against the teacher provided this Section shall not be applicable if the Board demonstrates that the teacher was acting outside the scope of his/her employment or in other than full compliance with the policy and/or rules and regulations of the Board and/or administration.

The Board assistance shall consist of:

- A. Notification to the proper authorities (police or sheriff) once the incident has been reported to the building principal and/or Superintendent;
- B. Consultation with an attorney to be designated by the Board for the purpose of outlining the teacher's legal rights and alternative courses of action; and
- C. Payment of the teacher's regular salary without reduction in sick leave or personal leave because of absence due to attendance at a court proceeding involving such assault, battery or personal injury wherein the teacher is a defendant or has been subpoenaed and the Board is not itself being sued by the teacher or the Union.

## **ARTICLE 10. GRIEVANCE PROCEDURES**

### **Section 1 - Purpose**

The primary purpose of this procedure is to secure at the lowest level possible a solution to a teacher's complaint.

### **Section 2 - Grievance Defined**

A "grievance" shall mean a complaint by a teacher or the Union that there has been a violation or misinterpretation of any provision of this Agreement.

### **Section 3 - Procedure for Adjustment of Grievance - Informal Method**

- A. A complaint shall first be discussed with the principal with the object of resolving the matter informally:
  - 1) by the teacher in person or on his/her behalf;
  - 2) by the teacher accompanied by a Union representative;
  - 3) through a Union representative if the teacher so requests; or
  - 4) by a Union representative in the name of the Union.
- B. In the event a complaint is resolved informally and a Union representative was not present at the adjustment of the complaint, upon request, the principal shall inform the Union of the adjustment.
- C. The decision by the principal on the resolution of the complaint at the informal stage shall be made within five (5) school days (herein defined as any day the Board of Education Office is open) after the informal discussion.

### **Section 4 - Procedure for Adjustment of Grievance - Formal Method**

- A. Step 1 - Principal Level. In the event a complaint is not resolved informally and the matter is a grievance as defined herein, it may be stated in writing and submitted to the principal of the school in which the alleged violation or misinterpretation arose. Such shall be stated within twenty (20) teacher employment days or thirty (30) calendar days, whichever is less, after the act or condition which is the basis of the grievance or within twenty (20) calendar days from when the grievant might reasonably have become aware of the act or condition which is the basis of the grievance. The grievance may be submitted and thereafter discussed with the principal:
  - 1) by the teacher in person and on his/her behalf;
  - 2) by the teacher accompanied by a Union representative;

- 3) through a Union representative if the teacher so requests; or
- 4) by a Union representative in the name of the Union.

Within eight (8) school days after receiving the grievance, the principal shall state his/her decision in writing, together with the supporting reasons, and shall furnish a copy to the teacher who lodged the grievance and the Union, provided the principal may, prior to rendering his/her opinion, request the grievant to attend a meeting to discuss the grievance in which event such meeting shall be scheduled within eight (8) school days after receiving the grievance, and the decision shall be submitted within eight (8) days of such meeting.

- B. **Step 2 - Superintendent Level.** Within ten (10) school days after receiving the decision of the principal, an appeal of the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 1. The Superintendent or designee shall meet and confer on the grievance within ten (10) school days to attempt to arrive at a mutually satisfactory adjustment. Participants in this conference shall be those who participated in Step 1. Within ten (10) school days after the meeting, the Superintendent shall communicate his/her decision, in writing, together with supporting reasons, to the teacher and the Union.
- C. **Step 3 - Impasse Procedures.** If not satisfied with the disposition of the grievance at the preceding step, the Union may, by giving notice thereof to the Superintendent or designee within ten (10) school days after the decision at Step 2, proceed to arbitration.
  - 1) The arbitrator shall be selected from a panel to be secured from the American Arbitration Association and in accordance with its practices.
  - 2) The arbitrator shall hold hearings promptly and shall issue a decision not later than thirty (30) calendar days following the closing of the hearings or the submission of briefs by the parties to the arbitrator, whichever is later.
  - 3) The decision of the arbitrator shall be in writing and shall set forth his/her findings of fact, reasonings and conclusions on the issue submitted.
  - 4) The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.
  - 5) The decision of the arbitrator shall be binding.
  - 6) The arbitrator's fee, if any, shall be shared equally by the Union and the Board.

## **Section 5 - General Provisions**

- A. In any steps of the grievance procedure when teachers are required to attend discussions or meetings during school hours with administrators, they shall be excused with pay for that purpose.

- B. Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing. Time limits in this procedure shall be of the essence, except that the grievant has the right to withdraw the grievance without prejudice, and, if withdrawn, such grievance shall be treated as though never having been filed.
- C. If a grievance arises from action taken by the Superintendent or the Board, rather than the principal, the grievance may be initially filed at Step 2 of the grievance procedure.
- D. As used in this Article, the term “school days” shall mean teacher employment days as specified in the school calendar, except during the summer recess when the term shall mean days on which the Board of Education Office is open.

## **ARTICLE 11. SPECIAL SERVICES**

### **Section 1 - Rules and Regulations**

The Superintendent or designee shall assist any teacher to secure a copy of the Illinois State Board of Education's rules and regulations to govern the administration and operation of special education upon request.

### **Section 2 - Substitute Teacher Associates**

Whenever possible, the Board shall employ substitute teacher associates for any special education teacher who is regularly assisted by an associate and whose associate is absent. This provision shall not be construed to preclude the Board from non-reemployment of a teacher associate for any specific teacher.

### **Section 3 - Special Education Staffings**

Whenever feasible, Annual Review, Individualized Education Plan staffings, Domain, 504 meetings, TASK/CST meetings (or current title for such pre-special education discussion/planning meetings), MDC meetings, Due Process Meetings, and other meetings related to IEPs shall be conducted during the normal school day except in cases where the parent(s) and/or his/her representative object. Substitutes shall be employed for special education classroom teachers involved in such staffings, if deemed necessary. Teachers shall be compensated at the internal substitute rate under Article 3, Section 7A of the Agreement prorated per working units of one-fourth (1/4) clock hours for required continued attendance at staffings that extend beyond two (2) hours cumulative before and after the normal student attendance school day. Such compensation shall be for the cumulative period of time beyond the two (2) hours only.

### **Section 4 - Informal Testing Bank**

District special education teachers shall be provided a bank of thirty (30) student-free days. Work on these days may include, but not be limited to, informal diagnostic, achievement testing of existing special education students, preparation for Annual Reviews or preparation for three-year re-evaluations. The Special Services Administrative Staff shall distribute these days according to need.

### **Section 5 - IEP Days**

All special education teachers shall have one (1) student free day per quarter to work on Individualized Educational Plans (IEP) or Annual Reviews. Such days shall be designated by the Director of Special Services or designee after consultation with the special education teachers involved.

## **ARTICLE 12. TEACHER LEAVES**

### **Section 1 - Sick Leave**

Each teacher shall, without deduction of pay, be entitled to sixteen (16) school days of sick leave per year. Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Unused sick leave shall accumulate without limit. Immediate family shall be here understood to include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law, sisters-in-law and legal guardians. For an illness in which a prolonged absence is anticipated, the teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors, to the maximum degree, and the pertinent time factors related thereto.

### **Section 2 - Personal Leave**

Each teacher shall be entitled to use two (2) school days per year with full pay and with no reduction in sick leave for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. Except in emergencies, the teacher taking leave hereunder shall give his/her principal written notice of his/her intention to take such leave at least two (2) days in advance of the day he/she proposes to be absent. Personal leave shall not be used on the first five (5) teacher employment days of the school term or any day immediately preceding or following any school holiday, vacation or recess period, provided this limitation may be waived by the Superintendent non-precedentially and in his/her sole discretion. Teachers shall make a good faith effort to avoid the use of personal leave during the last five (5) student attendance days of the school year except for the occurrence of unusual personal circumstances which will be reviewed on a case-by-case basis.

If two (2) or more personal leave days are unused during a school term, a teacher shall be entitled to accumulate one (1) of such unused personal leave day(s) in the following school term. In no event shall a teacher be entitled to more than three (3) days of personal leave per year. Any unused personal leave which does not accumulate to the following year as personal leave shall accumulate as sick leave. Teachers shall not be required to disclose the specific reason for the leave other than to state on a request form provided by the Superintendent or designee that such leave is for personal reasons within the meaning of this Section.

### **Section 3 - Bereavement Leave**

Each teacher shall be entitled to three (3) bereavement leave days with full pay for death in the immediate family or household as defined in Section 1 above. Such leave shall be non-cumulative from school year to school year. The teacher taking such leave shall notify his/her principal as soon as is feasible of his/her intention to take such leave. Any additional days shall be deducted from the teacher's cumulative sick leave. For a death that occurs to a relative not defined in Section 1 of this Article or to a friend, each teacher shall be entitled to a bereavement leave with full pay for two (2) days. Such bereavement leave shall be limited to one

#### **Section 4 - Union Leave**

The Union Executive Board shall be entitled to eight (8) school days of Union leave per school year. Such leave shall be for the purpose of allowing authorized teachers to attend local, state and/or national conferences. The Union Executive Board shall give the Superintendent or designee written notice of the name(s) of the teacher(s) authorized to take such leave at least five (5) school days in advance of the day such teacher(s) shall be absent. Teachers taking such leave shall not be subject to deduction in pay or reduction in other leave days provided the Union reimburses the District in an amount equal to the existing substitute rate for each day used. Unused Union leave shall not be cumulative and shall be exclusive of released time provided the Union President pursuant to Article 1, Section 10, of this Agreement.

#### **Section 5 - Leaves of Absence - General Introductory Comments**

Subject to certain eligibility requirements and other conditions as explained in the applicable sections of this Article, the District provides the following paid, unpaid and partial paid leaves of absence:

1. Paid Sick Leave - See Section 1 above.
2. Paid Personal Leave - See Section 2 above.
3. Paid Bereavement Leave - See Section 3 above.
4. Paid Local Union Leave - See Section 4 above.
5. Unpaid Maternity/Child-Rearing/Adoptive Leave - See Sections 6 and 7 below.
6. Unpaid Disability/Special Leave - See Sections 6 and 7 below.
7. Unpaid General Leave - See Sections 6 and 7 below.
8. Unpaid Prolonged Personal Leave – See Sections 6 and 7 below.
9. Unpaid State or National Affiliate Union Leave - See Sections 6 and 7 below.
10. Partial Paid Family and Medical Leave - See Section 7 below.
11. Unpaid Military Leave - See Section 8 below.
12. Partial Paid Sabbatical Leave - See Section 9 below.
13. Paid Professional Meeting Leave - See Section 10 below.
14. Paid Sick Leave Bank - See Section 12 below.

In some instances multiple leaves and related benefits may be available for the same situation as a result of this Agreement, related Board Policies, related administrative rules and regulations and prevailing law. In all cases, it is recommended that you consult with your Union representatives and the Office of Human Resources to assist you in determining your leave benefits.

#### **Section 6 - Leave of Absence without Pay**

A teacher may be granted a leave of absence without pay as specified in this section, subject to the special conditions which apply as set forth in subsections A through E below, and further subject to the general conditions applicable to all unpaid leaves as set forth in Section 7 below:

**A. Maternity/Child-Rearing/Adoptive Leave of Absence**

- 1) Application for such leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child. At such times, he/she shall provide a written statement from the obstetrician or physician indicating the expected date of delivery.
- 2) The teacher and Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors, to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school year in which it commences and one (1) additional year. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon 1) the date agreed upon with the teacher and Superintendent or designee, 2) the actual date of delivery, or 3) the date on which the teacher is required to leave employment because she is unable to perform her duties (but not earlier than ninety (90) calendar days prior to the anticipated date of delivery), whichever may first occur. However, if either (2) or (3) as above occur prior to the date agreed upon for the commencement of the leave, the teacher may alternatively elect to use her available sick leave for disability related to pregnancy until said agreed upon date or until the disability ceases, whichever shall first occur. Moreover, with respect to (1) above, the teacher shall have the right to elect to postpone the commencement of her leave until such time after she has exhausted her sick leave for disability related to pregnancy or until the disability ceases, whichever occurs first. Such leaves which commence during the summer recess shall begin no later than July 1. The Superintendent may waive any of the provisions of this Section in his/her sole discretion, and any such waiver shall not be precedential in any respect.
- 3) Any tenured teacher desiring child-rearing leaves as a result of becoming an adoptive parent shall notify the Superintendent or designee in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. This Section shall not be applicable if the adopted child is eight (8) or more years of age at the time the child is received.
- 4) Nothing herein shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible or not desiring maternity leave may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of illness. Such teacher shall return to employment immediately following the termination of such illness.
- 5) A teacher who is on a maternity leave may use available paid sick leave days in accordance with their physician's written instructions. Teachers who have more than a sufficient

number of paid sick leave days available to them to cover their post-delivery absence will only be able to use the number of days as verified by their physician's certification for absence, i.e., any days beyond the physician's certification will be unpaid days.

**B. Disability/Special Leave of Absence**

Prolonged personal illness, needed rest and necessities of home and allied reasons.

**C. Unpaid General Leave of Absence**

Where such absence would beneficially contribute to education in the District.

**D. Prolonged Personal Leave**

A teacher may be granted a one (1) year leave of absence without pay for personal reasons other than those stated in Section 6 in this Article. Tenured teachers shall be eligible for such leave after four (4) years of service as a full-time teacher in the District and may again be eligible after completion of a subsequent period of four (4) years of such service. Request for such leave shall be submitted no later than February 1 of the year in which the leave is to commence. The Board may waive the limitation on eligibility regarding the subsequent period of four (4) years and the February 1 notification date due to extreme circumstances provided the granting or denying of any such waiver shall be without precedent. The granting or withholding of such leave requests shall be within the sole discretion of the Board and each request shall be judged on its individual merits without precedential effect.

**E. State or National Affiliate Union Leave**

Service as an officer of the state or national affiliate of the Union, or other professional teachers' organization(s), not to exceed two (2) years.

**Section 7 - General Conditions for Leaves of Absence**

A. Applications for Leave. Requests for a leave of absence shall be filed with the Superintendent. The reason for the request and the period for which the leave is being requested shall be stated.

B. Non-Tenured Leaves. A leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. A school term that is not counted toward attainment of contractual continued service shall not be considered a break in service for purposes of determining whether a teacher has been employed for four (4) consecutive school terms, provided that the teacher actually teaches or is otherwise present and participating in the district's educational program in the following school term. The granting of leave to any first-year non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other teacher. Each request shall be judged on its own merit and shall be within the sole discretion of the Board.

- C. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school year, provided under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- D. Leaves of absence of one (1) full semester or less shall have no effect on a teacher's individual annual salary increase. Upon return from leaves of more than one (1) full semester, the salary of the teacher shall be established at an amount equal to the average salary being paid to other teachers in the District with the same educational credits and years of service to the District, or the last full-time salary of the teacher, whichever is greater.
- E. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the Board of Education Office or pursuant to its direction.
- F. Sick leave shall not be applicable during the period of the leave. Any accumulated sick leave available at the commencement of such leave shall be available to the teacher upon return to employment in the District.
- G. Upon his/her return from leave, the teacher shall be returned to any vacant position for which the teacher is certified and legally qualified to assume, subject to Article 25 of this Agreement.
- H. Any teacher granted an unpaid leave of absence of eight (8) calendar months or longer shall, as a condition of such leave, notify the Superintendent or designee in writing of intention to return to employment at the conclusion of such leave. Such shall be submitted no later than February 1 of the year in which the leave is to terminate.
- I. Family and Medical Leave. The leave provisions of this Article shall be construed in accordance with the Family and Medical Leave Act and Board policy or regulations related thereto.

### **Section 8 - Military Leave**

A teacher who shall be compelled to enter the military service of the United States (but not including any Reserve duty) shall be granted a leave of absence without pay during the time of such service, provided, upon termination of such service, the Board shall not be obligated to provide such teacher employment until the beginning of the next school year.

### **Section 9 - Sabbatical Leave**

If the Board shall elect to grant sabbatical leave to any teacher, such leave shall be pursuant to the requirements of the *School Code* and such other reasonable regulations as the Board may prescribe at the time such leave is authorized.

## **Section 10 - Professional Meeting Leave**

- A. Professional Meeting Bank. Each year the Board shall contribute professional meeting leave days to each building equal in number to three-fourths (3/4) of the number of teachers in each building. Teachers shall use such leave days for the purpose of attending a workshop, state tournament (limited to head coaches/advisors only), clinic or conference relating to his/her field of teaching or co-curricular assignment as approved by the Superintendent or designee. Unused professional meeting leave days shall be cumulative up to a maximum of two (2) times the number of teachers in the applicable buildings.
- B. Use of Bank. The teacher taking leave hereunder shall give his/her intention to take such leave at least five (5) school days in advance of the initial day he/she proposes to be absent. Reimbursement of the expenses incurred on such leave may be paid by the Board pursuant to Article 13. Upon completion of said leave, the teacher is encouraged to report to his/her colleagues any relevant information within a reasonable time.
- C. Administration of Bank. The building principals and Union building representatives shall jointly maintain the condition of said bank for their respective buildings and distribute said days according to need.

## **Section 11 - School Closing/Leave Days**

When the schools are officially closed, no leave days previously arranged by a teacher shall be deducted.

## **Section 12 - Sick Leave Bank**

- A. The following conditions shall control the operation of the sick leave bank and the right of teachers, after one year of service, to utilize the bank:
  - 1) A teacher must have exhausted all accumulated sick leave and have been absent from employment without pay at least five (5) school days as a consequence of the illness or disability.
  - 2) A teacher shall have the illness or disability giving rise to the claim to use the bank for at least sixty (60) calendar days prior to the onset of the claim.
  - 3) A teacher who qualifies therefore may draw from the sick leave bank up to one hundred eighty (180) school days, provided, if such withdrawal should extend over more than one (1) school year, the additional days of sick leave which accrue to the teacher at the start of such school term pursuant to Section 1 of this Article shall be deducted from the total number of days granted thereunder.
  - 4) The teacher shall not have to pay back in any manner the number of days borrowed from the bank.
  - 5) The bank shall be applicable to the illness of the teacher or serious illness of the spouse or

children, provided the teacher is required to care for such family member or attends the hospitalization of such member.

- 6) The bank shall not be applicable to any surgical or other procedure which may be safely deferred until a vacation or recess period.
  - 7) No more than a total of two hundred eighty (280) days may be used in any school year in the aggregate for the entire bargaining unit.
- B. The Board and the Union acknowledge that the utilization of days from the sick leave bank results in the expenditure of funds by the Board that would not otherwise be required. For purposes of negotiations, the parties have valued this contribution by the Board by computing the average teaching salary during the school year times the number of days of usage of the bank.
- C. The Union agrees, with respect to the operation of sick leave bank, that it will hold harmless and defend the Board, its members and all of its agents, as regards any action, complaint or suit of any type, provided only that the Board shall fulfill its responsibilities as set forth above. In the event any action, complaint or suit of any kind shall be brought against the Board, the Board shall retain the right to select counsel to defend such action, complaint or suit and/or determine whether such action, complaint or suit should be compromised or settled in any respect.

## **ARTICLE 13. PROFESSIONAL MEETING AND TRAVEL ALLOWANCE**

### **Section 1 - Professional Meetings**

The Board may, without deduction in pay or reduction in other leave days, grant teachers leaves each year for attendance at professional meetings and conferences. For teachers attending such meetings and conferences, travel, meals, and lodging shall be paid for by the District, as provided for in this Article. Registration fees shall also be paid for by the District. Professional meetings and conferences should be publicized within each school building and within departments.

### **Section 2 - Professional Travel Requirements**

Expenses for authorized travel by automobiles shall be reimbursed at the rate authorized by the Internal Revenue Service for deductions authorized without evidentiary substantiation. If such rate is increased during the term of this Agreement, the Board shall comply with such increase within sixty (60) calendar days.

### **Section 3 - Travel - Board of Education Office Arrangements**

Travel fare for transportation by public carrier for any authorized trip to a professional meeting shall be arranged by Board of Education Office personnel, except for cab fare which shall be reimbursed, provided receipts are submitted. Advancement of funds and approval of travel arrangements shall be made by the building principal and/or the Business Services Office.

### **Section 4 - Meal and Lodging Allowances**

Expenses for meals shall be defrayed at actual cost and shall not exceed sixty dollars (\$60.00) per day per person. Hotel and motel expenses shall be at actual cost, but shall not exceed one hundred dollars (\$100.00) per person per night, unless the hotel or motel is assigned by the meeting or convention committee. Receipts for meal and lodging expenditures must be attached to the teacher's itemized list of expenses.

## ARTICLE 14. LENGTH OF SERVICE - SENIORITY

### Section 1 - Definition.

Seniority shall be defined as follows:

- A. Years of continuous service as a tenured teacher in this District, provided, however, that less than full-time tenured service shall be computed on a pro rata basis and approved unpaid leaves of absence of more than one full semester shall not be counted in determining seniority.
- B. If the years of continuous tenured service are equal between two (2) or more teachers, seniority shall be determined by total years of continuous teaching service with this District, provided, however, that less than full-time service shall be computed on a pro rata basis and approved unpaid leaves of absence of more than one full semester shall not be counted in determining seniority.
- C. If total continuous teaching service is equal between two (2) or more teachers, then seniority shall be determined by total teaching service with this District, whether or not continuous. Such service shall be computed in a manner described in A and B above.
- D. If total teaching service with this District is equal between two (2) or more teachers, then seniority shall be determined by the amount and quality of educational background, i.e., the teacher with the greatest degree and hours to his/her credit. As an example, BA+28 would have more seniority than BA+20 and less seniority than MS+2.
- E. Effective July 1, 1993, non-bargaining unit members shall not accrue seniority as defined in this Section. Only administrators hired prior to July 1, 1992 shall accrue seniority during the 1992-93 school year. Teachers who are transferred to District positions outside of the bargaining unit and who are later transferred back to the bargaining unit shall have their seniority computed on the basis of the period of time previously worked in positions covered by this Agreement.
- F. For the purposes of determining contractual continued service, a school term shall be counted only toward attainment of contractual continued service if the teacher actually teaches or is otherwise present and participating in the district's or program's educational program for 120 days or more, provided that the days of leave under the federal *Family Medical Leave Act* that the teacher is required to take until the end of the school term shall be considered days of teaching or participation in the district's or program's educational program. A school term that is not counted toward attainment of contractual continued service shall not be considered a break in service for purposes of determining whether a teacher has been employed for 4 consecutive school terms, provided that the teacher actually teaches or is otherwise present and participating in the district's or program's educational program in the following school term.

### Section 2 - Notification

Prior to November 1 of each school term, the administration shall post a listing of the seniority rank of all tenured teachers in the District, along with a copy of this policy. A copy of the list and policy shall also be provided the Union. Teachers on a formal, Board-approved leave of absence at the time the seniority list is

posted will be notified by mail that the posting is available for their review in the schools or at the District Administrative Services Center. Each teacher shall have ten (10) employment days thereafter to file written objection to his/her ranking and shall detail the alleged specific error in ranking. Failure to make such timely objection shall be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority for the school term.

## **ARTICLE 15. THE SCHOOL DAY**

### **Section 1 - School Day Hours**

The normal school week shall be Monday through Friday. The normal school day shall be used for classroom instruction, duty-free lunch, before and after school professional responsibilities and such other professional responsibilities as set forth in Section 2 of this Article. Classroom instruction time shall not exceed weekly maximums of twenty-eight and one-half (28 1/2) hours. This Section shall become void if by law or regulation the Board is required to establish a schedule of less than five (5) days.

There is an expectation that the usual and customary minimum time for arrival and departure of teachers shall be approximately fifteen (15) minutes before the start of the first period class and approximately fifteen (15) minutes after the end of the last period class.

Teachers assigned to elementary buildings are expected to sign-up on a rotating basis for supervisory assignments during the daily arrival and departure times. Decisions regarding supervisory assignments shall be made at the building level.

### **Section 2 - Teachers in Buildings**

Teachers should be in the building during the normal school day, except during their duty-free lunch period. Occasionally teachers may leave the building for personal business during the normal teaching time after signing out with the building principal. The normal school day shall be used only for preparation, conferences, classroom instruction, preschool supervision, recess supervision, study hall supervision and meetings called by the administration. The assignment to study hall supervision at the high school shall be regulated as follows:

- A. The assignment of certified staff to study hall, LRC, and commons supervision shall be made by the building principal or designee. If there are more certified staff than supervisory positions in study hall, LRC, and commons the positions will be filled in alphabetical order beginning at the start of the alphabet and continuing until all assignments are made. Assignments for the next semester shall begin at the point in the alphabet where the last assignment was made. New certified staff shall be placed on the list in alphabetical order and shall be given their assignment at the appropriate time. The building trades teacher and the school nurse shall be exempt from supervisory duty.
- B. One (1) supervisory associate shall be assigned to each study hall and up to two (2) in the commons attendance area and the LRC when used as commons area during lunch hours. The supervisory associate assigned to study hall shall handle attendance duties and then may/will leave to supervise the hallways. The supervisory associate(s) assigned to commons shall handle attendance duties and remain to assist with student discipline.
- C. Certified staff will have until July 15<sup>th</sup>, for first semester, and December 1<sup>st</sup>, for second semester, to designate their supervisory preference to the building principal or designee. The building principal or designee and the Union building representative(s) shall meet two (2) weeks prior to the beginning of both the first and second semester to consult regarding the assignment of supervisory duties of certified staff prior to the posting of said assignments. The

certified staff will receive their supervisory assignments by the first in-service day for the entire district prior to the start of the new school year, for first semester, and the first day of semester one finals, for second semester. The building principal or designee shall have the final authority for assigning said supervisory duties.

- D. In the event the Illinois State Board of Education promulgates or interprets rules and regulations not to require supervision by certified personnel, teachers shall not be assigned supervisory duty in either study halls or commons. Notwithstanding, the foregoing, even if non-certified personnel may be assigned supervisory duty in either study halls or commons, high school teachers may be assigned supervisory duty in a study hall for one (1) hour per week.

Teachers shall be free to leave their assignments after the close of the normal school day provided such teachers have completed all professional responsibilities. Union building representatives shall assist building level administrators to insure completion of professional responsibilities in connection with the implementation of this Section.

### **Section 3: Itinerant Teachers**

Due to pupil enrollment it may become necessary for a classroom teacher to provide services in two different schools during the same day. These teachers will not be assigned a supervisory assignment to help compensate for the loss of planning during their travel. Itinerant teachers provided with thirty (30) minutes of duty-free travel time between sites may be assigned supervisory duties.

### **Section 4 - Lunch Period**

Each teacher shall have a duty-free lunch period of no less than one-half (1/2) hour.

### **Section 5 - Faculty Meeting**

Each building may hold one (1) after-school building staff meeting per month. In addition to this meeting, another one (1) after-school meeting may be held each month. The Middle School may hold such school building staff meetings before school. Before school building staff meetings for all other schools are subject to staff approval. Unless another time is mutually agreed upon between the administration and the staff members involved, such meetings shall start as soon as practicable, and such meetings shall not generally exceed one (1) hour in length. Every effort shall be made to limit such meetings to one (1) per month. The duration and frequency limitations provided for above may be exceeded if the administration is able to demonstrate the need for such additional time or meetings. It is understood that this provision shall not be applicable to the certified school nurse, who may be required to attend several meetings per month as part of his/her position.

In addition to the above meetings, it is understood that other professional meetings such as team meetings, IEP meetings, 504 Plan meetings and Department meetings may need to be scheduled as needed as long as they do not infringe on the minimum planning time in Section 5 of this Article.

## **Section 6- Planning Periods**

Elementary teachers may typically use for planning and preparation those periods when students are at recess and the teacher is not assigned to their supervision and those periods when teachers of specialized subjects are supervising their students. The Board acknowledges that, where feasible, teachers in the middle and high schools, certified school nurses and teachers of the talented student (gifted) programs should typically be afforded an opportunity for planning and preparation during the normal school workday.

Elementary teachers shall be guaranteed a minimum of one hundred fifty (150) minutes of planning time per five-day week, in reasonable useful blocks of time, during the normal school day. During said planning time, the administration shall not schedule any meeting requiring the attendance of the teacher except in cases of emergency. Should the number of minutes per week fall below the one hundred fifty (150) minute level, Article 26, Section 1 shall be waived and the Union shall have the right to strike, provided the Union shall have complied with all requirements of the IELRA.

## **ARTICLE 16. THE SCHOOL YEAR**

### **Section 1 - Establishment of the Calendar**

A committee not to exceed twelve (12) in number shall be created, one-half (1/2) appointed by the Board and one-half (1/2) appointed by the Union, to study and recommend the calendar for each school year. The recommended calendar shall be submitted to the Board for its consideration on or before January 15 of each year. One (1) of the teachers appointed by the Union President shall serve on the County Calendar Committee, if possible.

### **Section 2 - Calendar**

The school year for all teachers shall consist of not more than one hundred eighty-five (185) days, provided that no more than one hundred eighty (180) days shall be scheduled for pupil attendance and provided that up to five (5) days of such one hundred eighty-five (185) days shall be deducted if not needed for emergency days. Four (4) other work days shall be used for institutes, workshops or conferences. If a workshop is conducted on the last teacher employment day, such workshop day shall be used only for teachers to work on their records and other end-of-the-year tasks. In addition to the above specified calendar, teachers shall be individually responsible for conducting parent/teacher conferences once each semester with such conferences to be conducted on such days as may be specified in the school calendar and during non-instructional times as may be required.

### **Section 3 – Extended Contract For Guidance Counselors**

The compensation rate for Guidance Counselors during summer break shall be calculated using a “per diem” rate based on the individual Guidance Counselor’s salary with regular work-day expectations.

### **Section 4 - Extended Contract for Clay Academy Teachers**

Teachers at Clay Academy may work a maximum of fifteen (15) additional work days on a per diem basis for reason including but not limited to the projected enrollment for the Extended School Year (ESY) program, by mutual agreement between the Board and the individual teacher. Teachers shall notify the Board by January 15 of their willingness to work additional days. Teachers who, by mutual agreement, work fifteen (15) additional work days shall be entitled to sixteen (16) sick leave days per year and () three (3.5) personal leave days. The additional 1.5 days of personal leave time shall not be available for sick leave or roll-over to sick leave days.

## **ARTICLE 17. CLASS SIZE**

### **Section 1 - Educational Commitment**

The Board and Union share a commitment to effectively educate elementary and secondary school age students in the District. The parties agree that class size and teaching load are relevant to an effective educational program. The Board agrees it shall make an effort to avoid class sizes and teaching loads which diminish the effective education of students by considering the educational needs of the students, the type of instructional activity, the availability of rooms and the finances of the District. In no event shall a student be excluded from an academic class when there is no other educational alternative. In order to realize the fulfillment of this mutual commitment, the parties agree that in cases where a teacher determines in his/her professional judgment that his/her class size and teaching load may possibly diminish achievement of the goal of effective instruction for the students involved, he/she may request a conference regarding the matter with his/her chairperson or principal. Efforts shall be made by all concerned to find an equitable resolution to those situations which merit reconsideration.

### **Section 2 - Class Size Committee**

A committee not to exceed six (6) persons in number shall be appointed, one-half (1/2) by the Superintendent and one-half (1/2) by the Union President, to examine any assertions by a teacher that his/her class load is unreasonably excessive. Further, upon request of one-half (1/2) of the committee membership, the Committee shall be convened to consider any matter related to class size, provided such request for a meeting from the same persons need not be honored within ninety (90) calendar days of the previous request. Specific recommendations shall be made to the Superintendent based upon the findings of the Committee.

### **Section 3 - Class Preparations**

Class preparations at the high school shall be defined as the number of different courses a teacher is assigned for any semester. Absent exceptional circumstances, the maximum number of preparations shall be four (4). Any exceptions to the provisions of this Article and reason for such exceptions shall be noted in writing to the Union.

## **ARTICLE 18. FACILITIES**

### **Section 1 - Health and Safety**

The Board agrees to make every effort to provide teachers with facilities which are free of health and safety hazards.

### **Section 2 - Equipment**

The administration shall provide teachers with any equipment reasonably necessary to the performance of their teaching responsibilities and consistent with the financial resources of the District.

### **Section 3 - Teachers' Lounge**

The Board shall provide a facility in each building with eight (8) or more full-time teachers which may be used as a teachers' lounge, provided that the teachers of such building shall be responsible for the upkeep of such area aside from normal, general cleaning.

### **Section 4 - Lunch Facilities**

The Board shall maintain appropriate facilities for teachers who bring lunches to school.

## **ARTICLE 19. SUMMER SCHOOL**

### **Section 1 - Notification and Recruitment**

The Board shall post known teacher employment opportunities for the summer school program by April 15. Teachers desiring employment in the summer school program shall submit applications on forms supplied by the administration no later than May 1. Qualified District regular teaching personnel who plan to return to the District in the next regular school year shall be given preference over all other applicants provided such District candidates have had actual experience in teaching the subject matter. Summer School employment confirmation letters shall be issued immediately following approval by the Board of Education. Such letters will include a statement that Summer School teachers will be paid at the applicable hourly Summer School rate. Whenever two (2) or more qualified District teachers apply for the same position, seniority of summer school service in the District shall be the determining factor. Seniority of summer school service in the District shall be determined by continuous summer school service in the District. A break in summer school service shall cause a loss of summer school seniority unless the break was caused by a discontinuation of the summer course offering. If summer school seniority results in two (2) or more qualified teachers having the same length of service, length of service in the District, as defined in Article 14, shall be the determining factor. A teacher from the District employed during the regular school year shall always have preference over a teacher employed in a different district during the regular school year. Under all circumstances, the District reserves the right to deny a summer teaching position to any teacher for just cause. Just cause shall be defined as misconduct as that term is defined in the District's teacher suspension policy (currently Board policy 5:240.)

### **Section 2 – Length of Summer School**

A full teacher summer allocation shall be determined by funding on an annual basis.

### **Section 3 - Salary and Method of Payment for Summer School/Night School**

The salary rate for summer school/night school shall be

- 2016-2017                   \$42.34
- 2017-2018                   \$43.18
- 2018-2019                   \$44.05
- 2019-2020                   \$44.93
- 2020-2021                   \$45.83

Salary for summer school assignments less than a full teacher summer allocation shall be pro-rated. Salary for summer school shall be paid in two (2) installments by means of direct deposit, subject to Article 23, Section 4: the first (1<sup>st</sup>) on the last regularly scheduled payroll in June; the second (2<sup>nd</sup>) on the second regularly scheduled payroll in July. Salary for night school shall be paid after submission of time sheets to the business office on the next regularly scheduled payroll for which there is sufficient time for the business office to process said payments.

#### **Section 4 - Teacher Rights and Benefits**

Nothing in this Article shall imply that the Board shall conduct a summer school. If a summer school is conducted, no provision of this Agreement other than this Article shall be applicable to summer school, except as expressly stated herein. The parties agree that Articles 1, 2, 3, 5, 9, 10, 13, 14 and 18 are applicable to summer school.

## **ARTICLE 20. CO-CURRICULAR AREAS**

### **Section 1 - Areas Covered**

The positions covered in this Article are those listed in Section 6. Other positions may be created by the Board. The code for all classifications shall be mutually agreed upon by the parties and, failing such agreement, shall be established by the Board, but such shall be subject to review at the next succeeding negotiations of this Agreement, including possible retroactive application of any change to the date of the creation of the position.

### **Section 2 - Co-Curricular Committee**

A committee not to exceed eight (8) in number shall be created, one-half (1/2) appointed by the Board and one-half (1/2) appointed by the Union, to consider all classifications to determine if any change is recommended. Any recommendations for change shall be submitted to the Board on or before February 15 of each year. Each recommendation submitted to the Board shall include a rationale for the recommendation and shall be clearly prioritized in comparison to all recommendations submitted.

### **Section 3 - Payment of Co-Curricular Salary**

- A. Method of Payment. Salary for co-curricular duties shall be included in the regular payroll checks beginning with the first payment in the second payroll check of September. Alternately, teachers may have the option of receiving their full stipend for co-curricular duties in the next regularly scheduled pay check immediately following the conclusion of the activity. Alternately, salaries for co-curricular duties for which no season exists, or duties which are performed for a full school term, may be paid in two (2) equal installments: the first (1st) payroll distribution in December and the second (2<sup>nd</sup>) payroll distribution in May. Teachers who wish to take either of these options shall notify the Business Services Office in writing on a form established by the Business Services Office on or before the fifth teacher attendance day of each school year.
- B. Payment for Supplementary Co-curricular Duties. Teachers who are paid for supplementary service at co-curricular activities shall receive payment following receipt in the payroll department of the approval form for such duties, with such payment to be made on the next regularly scheduled payroll for which there is sufficient time for the business office to process said payments.
- C. Co-curricular salaries are based on the index which relates to a co-curricular base salary.
- D. The co-curricular base salary shall be
  - 2016-17            \$1,497
  - 2017-18            \$1,527
  - 2018-19            \$1,558
  - 2019-20            \$1,589
  - 2020-21            \$1,621
- E. Initial placement on the index shall be at the sole discretion of the Board.

- F. No stipend shall be payable without specific Board authorization to the advisor/ coach to perform the co-curricular activity during the particular school year.

#### **Section 4 - Evaluation of Co-Curricular Positions**

##### **A. Evaluation Guidelines and Procedures for Head Coaches/Advisors**

1. Evaluations of the head coaches/advisors shall be made by the athletic director/activity advisor and/or assistant principals and/or building principal who are or have been certified staff and have completed a District in-service on the evaluation process and tools to be used. Such a qualified individual is hereinafter referred to as “evaluator.”
2. By the first ten (10) days of school the Athletic/Activities Director will hold a joint meeting with all head coaches and advisors who oversee assistants to discuss evaluation procedures and methods to work with their assistants throughout the school year.
3. Before each season the evaluator will hold a pre-season conference with the head coach/advisor to discuss goals for the upcoming season or activity. In addition, the evaluator will review the evaluation procedures, criteria/domains and instruments to be used as well as advise them as to who shall formally evaluate their performances. Details of the pre-season meeting shall be recorded on the pre-season conference form.

Head coaches/advisors and the Union shall be notified as soon as practical of any changes in evaluators that occur during the school year. Newly hired head coaches/advisors shall be given the information described above within ten (10) days of their appointment or at the beginning of the season or school year, whichever is later. The Union shall be notified in the event there have been any changes in the evaluation procedures, criteria/domains, and the instruments to be used and the evaluators from the prior year.

4. Any forms referenced in this article can be found in the district office, the principal’s office, and/or the athletic director’s/activity director’s office.
5. In the event concerns arise during a season, either the evaluator or the person being evaluated may request a mid-year meeting. The nature of this optional mid-season conference should be detailed in a formal document that both parties should sign and date and the completed document should be placed in the individual’s personnel file.
6. A summative conference will be held within twenty-one (21) calendar days from the conclusion of the season/activity or for an activity lasting the entire school year, at least two (2) weeks before the end of the school year. Each summative evaluation shall rate a head coach/activity advisor in one (1) of three (3) categories:
  - i. Unsatisfactory. Any “Unsatisfactory” rating in any one (1) of the domain areas shall result in a rating of “Unsatisfactory.”

- ii. Needs Improvement. Any “Needs Improvement” rating in any one (1) of the domain areas shall result in a rating of “Needs Improvement.”
  - iii. Meets or Exceeds Expectations. The head coach/advisor demonstrates many domain areas at a high level while other areas are consistently satisfactory.
7. If a head coach/advisor disagrees with his/her observation report(s) or summative evaluation, he/she may respond to it in writing within thirty (30) calendar days of the date the observation was given to the head coach/advisor, and a copy of this response shall be attached to the evaluation.
8. If deficiencies are noted during the evaluation process the evaluator will make the head coach/advisor aware of the area(s) of concern during an oral conference. If deficiencies discussed at the oral conference continue the evaluator shall make the staff member aware of the concerns using the Awareness Form. Procedures, resources, and timelines relative to resolving the concerns will be mutually agreed upon. This plan will be committed to writing. If deficiencies as noted in the Awareness Plan for Athletics/Activities continue, the evaluator will document the concerns and recommend continuation with the Awareness Plan for Athletics/Activities or placement in the Assistance Plan for Athletics/Activities.

The Awareness Plan for Athletics/Activities should reach completion within the mutually agreed upon time frame. A review of progress by the evaluator will result in one of three recommendations:

- i. Concerns resolved, no further action necessary;
  - ii. Progress noted, continuation of agreed procedures and mutually agreed upon time line and/or;
  - iii. Concerns remain unresolved, movement to Assistance Plan.
- b. The purpose of the Assistance Plan for Athletics/Activities is to enable the evaluator to assist the coach or advisor in one or more of the domains, to enable a coach or advisor the opportunity to seek assistance in any of the domains, and to provide specific guidance and assistance for the resolution of concerns identified in the Awareness Plan for Athletics/Activities.
- c. The Assistance Plan for Athletics/Activities will be discussed at an initial meeting held within seven (7) calendar days of the final meeting of the Awareness Plan for Athletics/Activities. During the Assistance Plan for Athletics/Activities phase, intensive supervisory procedures and time lines will be established collaboratively and documented.
- d. The Assistance Plan for Athletics/Activities will include:
- i. A statement identifying the concern(s) relative to the domains;
  - ii. An identification of individuals involved in the plan;

- iii. A listing of activities/procedures to be initiated and utilized;
  - iv. A listing of resources to be allocated for plan implementation and completion including but not limited to materials, staff development, and budgetary considerations;
  - v. A timeline indicating implementation dates, final review dates, and meeting dates to review progress of the plan.
- e. Meetings and discussions within the Assistance Plan for Athletics/Activities will be at the building level and may include District office levels.
  - f. A review of progress by the evaluator will result in one of three recommendations:
    - i. Concerns resolved, removal from Assistance Plan for Athletics/Activities;
    - ii. Progress noted, continuation of Assistance Plan for Athletics/Activities; or
    - iii. Concerns unresolved, termination of position.

**B. Evaluation Guidelines and Procedures for Assistant Coaches/Advisors**

1. Evaluations of the assistant coaches/advisors shall be made by the head coach/advisor and may include the athletic director/activity advisor and/or assistant principals and/or building principal who are or have been certified staff and have completed a District in-service on the evaluation process and tools to be used.
2. Before each season the head coach/advisor will review the evaluation procedures, criteria/domains and instruments to be used. Newly hired assistant coaches/advisors shall be given the information described above within ten (10) days of their appointment or at the beginning of the season or school year, whichever is later. The Union shall be notified in the event there have been any changes in the evaluation procedures, criteria/domains, and the instruments to be used from the prior year.
3. Any forms referenced in this article can be found in the district office, the principal's office, and/or the athletic director's/activity director's office.
4. In the event concerns arise during a season, either the evaluator or the person being evaluated may request a mid-year meeting. The nature of this optional mid-season conference should be detailed in a formal document that both parties should sign and date and the completed document should be placed in the individual's personnel file.
5. A summative conference will be held within fourteen (14) calendar days from the conclusion of the season/activity. Each summative evaluation shall rate an assistant coach/activity advisor in one (1) of three (3) categories:
  - i. Unsatisfactory. Any "Unsatisfactory" rating in any one (1) of the domain areas shall result in a rating of "Unsatisfactory."
  - ii. Needs Improvement. Any "Needs Improvement" rating in any one (1) of the domain areas shall result in a rating of "Needs Improvement."

- iii. Meets or Exceeds Expectations. The assistant coach/advisor demonstrates many domain areas at a high level while other areas are consistently satisfactory.
6. If an assistant coach/advisor disagrees with his/her observation report(s) or summative evaluation, he/she may respond to it in writing within thirty (30) calendar days of the date the observation was given to the assistant coach/advisor, and a copy of this response shall be attached to the evaluation.
7. If a concern arises in the formal evaluation review over one of the domain areas, the head coach/advisor shall inform the assistant coach/advisor and the athletic director/activity director of the concerns. The athletic director/activity director and/or assistant principals and/or building principal, in consultation with the head coach/advisor, shall then assume responsibility of the evaluation process and shall begin the Awareness Plan. Procedures, resources, and timelines relative to resolving the concerns will be mutually agreed upon. This plan will be committed to writing. If deficiencies as noted in the Awareness Plan for Athletics/Activities continue, the evaluator will document the concerns and recommend continuation with the Awareness Plan for Athletics/Activities or placement in the Assistance Plan for Athletics/Activities. The Awareness Plan for Athletics/Activities should reach completion within the mutually agreed upon time frame. A review of progress by the evaluator will result in one of three recommendations:
  - i. Concerns resolved, no further action necessary;
  - ii. Progress noted, continuation of agreed procedures and mutually agreed upon time line and/or;
  - iii. Concerns remain unresolved, movement to Assistance Plan.
9.
  - a. The purpose of the Assistance Plan for Athletics/Activities is to enable the evaluator to assist the coach or advisor in one or more of the domains, to enable a coach or advisor the opportunity to seek assistance in any of the domains, and to provide specific guidance and assistance for the resolution of concerns identified in the Awareness Plan for Athletics/Activities.
  - b. The Assistance Plan for Athletics/Activities will be discussed at an initial meeting held within seven (7) calendar days of the final meeting of the Awareness Plan for Athletics/Activities. During the Assistance Plan for Athletics/Activities phase, intensive supervisory procedures and time lines will be established collaboratively and documented.
  - c. The Assistance Plan for Athletics/Activities will include:
    - i. A statement identifying the concern(s) relative to the domains;
    - ii. An identification of individuals involved in the plan;
    - iii. A listing of activities/procedures to be initiated and utilized;
    - iv. A listing of resources to be allocated for plan implementation and completion including but not limited to materials, staff development, and budgetary considerations;

- v. A timeline indicating implementation dates, final review dates, and meeting dates to review progress of the plan.
- d. Meetings and discussions within the Assistance Plan for Athletics/Activities will be at the building level and may include District office levels.
- e. A review of progress by the evaluator will result in one of three recommendations:
  - i. Concerns resolved, removal from Assistance Plan for Athletics/Activities;
  - ii. Progress noted, continuation of Assistance Plan for Athletics/Activities; or
  - iii. Concerns unresolved, termination from position.

### **Section 5 - Vacancies in Co-Curricular Positions**

When vacancies occur in co-curricular positions, notice thereof shall be posted in each building in which six (6) or more teachers are employed. A copy of such notice shall also be sent to the Union President. An assistant coach promoted to a head coaching position in the same sport shall move to the new code as well as move to the next step on the schedule. Credit for experience earned in one sport cannot be used as experience in another sport. Placement of additional coaching assignments for new sports during the duration of this Agreement shall be recommended by the Co-curricular Committee, as provided for by Section 2 of this Article.

## Section 6 - Co-Curricular Classifications:

Code 1	Code 2	Code 3	Code 4	Code 5	Code 6	Code 7
High School	High School	High School	High School	High School	High School	High School
A.F.S.	Asst. Director-Drama	Ass't Baseball	Ass't Volleyball	Ass't Basketball (b & g)	Head Volleyball	Head Basketball(b&g)
Art Club	Ass't Forensics	Ass't Choral/Band (sem.1)	Ass't Wrestling	Ass't Football	Head Wrestling	Head Football
Ass't Cheerleader (sem 1)	Ass't Student Council	Ass't Choral/Band (sem.2)	Athletic Trainer(certify/le	Athletic Trainer (certif./win		
Asst. Cheerleader (sem 2)	Director - Musical	Ass't Cross-Country	Head Student Council	Director - Drama		
Ass't Dance	Grade 9 Advisor (*1)	Ass't Soccer (b & g)		Head Band (sem. 1)		
Ass't Golf	Grade 10 Advisor (*2)	Ass't Softball		Head Band (sem. 2)		
Ass't Math Team	Grade 11 Advisor (*3)	Ass't Swimming (g)		Head Baseball		
Ass't Director - Musical	Grade 12 Advisor (*4)	Ass't Tennis (b & g)		Head Choral (sem. 1)		
Best Buddies^	Head Math Team	Ass't Track & Field (b & g)		Head Choral (sem. 2)		
Cartooning (*1)	Key Club	Athletic Trainer(certif.-spring		Head Cross Country		
Chess & Tac Team (*1)	National Honor Society	Bowling		Head Soccer (b & g)		
Choreographer - Musical (*1)	Newspaper	Head Cheerleader (sem. 1)		Head Softball		
Costumer – Drama	Student Congress	Head Cheerleader (sem. 2)		Head Swimming (b & g)		
Costumer - Musical	Tech. Director–Musical	Head Speech		Head Tennis (b & g)		
Director - Variety Cabaret	Thespians	Head Golf		Head Track/Field (b& g)		
Drum Line	Yearbook (sem. 2)	Head Dance (Fall)		Orchestra^		
Flag Corp.		Head Dance (Winter)				
Football Video Tech.®		Technical Director (sem. 1)				
French Club		Technical Director (sem. 2)				
Future Business Leaders of Ar		Yearbook (sem. 1)				
German Club/Honor Society®						
Green Club						
Hispanic Club (*1)						
Interact						
Indoor Track (*1)						
Literary Magazine						
Operation Snowball						
Photography Club (*1)						
Pit Orchestra Director						
S.A.D.D./S.A.S.A						
Scholastic Bowl						
Spanish Club						
Vocal Director - Musical						
Weight Training						
WYSE (*1)						

Code 1	Code 2	Code 3	Code 4	Code 5	Code 6	Code 7
District	District	District	District	District	District	District
Special Olympics Asst <sup>&amp;</sup>						
Special Olympics Coordinator						
Special Olympics Track/Field <sup>&amp;</sup>						
Code 1	Code 2	Code 3	Code 4	Code 5	Code 6	Code 7
Middle School	Middle School	Middle School	Middle School	Middle School	Middle School	Middle School
Art Club	Cheerleader	Band				
Ass't Basketball (b & g)	Student Council	Chorus				
Ass't Cheerleading		Cross Country <sup>^</sup>				
Ass't Cross Country <sup>^</sup>		Drama				
Ass't Drama		Head Basketball (b & g)				
Ass't Football		Head Football				
Ass't Track & Field		Head Track & Field				
Ass't Volleyball ("B" Team)		Head Volleyball				
Ass't Wrestling		Head Wrestling				
Best Buddies <sup>^</sup>						
Dance						
Intramurals						
Juniors Club						
Newspaper						
Operation Snowball						
School Store						
Soccer Club <sup>&amp;</sup>						
Strategic Game Club <sup>&amp;</sup>						
Yearbook						
Code 1	Code 2	Code 3	Code 4	Code 5	Code 6	Code 7
Elementary School						
Chorus						
Chess Club <sup>&amp;</sup>						
Computer Club						
Intramural (*1)						

A schedule showing dollar figures is included as Appendix B.

(\*#) The asterisk indicates the co-curricular position is frozen and the accompanying **numeral** indicates the step at which such position is frozen. Such position shall not move to another step.

(b+g) Indicates both boys' and girls' teams.

<sup>^</sup> Indicates stipend will be added (or code will be changed) beginning in the 2016-2017 school year.

<sup>&</sup> Indicates stipend will be added beginning in the 2017-2018 school year.

## Section 7 - Co-Curricular Salaries

A. The co-curricular salary index for 2016-2021 is:

### CODE

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<b>1</b>	1.30	2.10	2.90	3.15	3.45	4.00	4.50
<b>2</b>	1.45	2.25	3.05	3.35	3.65	4.25	4.75
<b>3</b>	1.60	2.40	3.20	3.55	3.90	4.50	5.05
<b>4</b>	1.75	2.55	3.35	3.75	4.15	4.75	5.35
<b>5</b>		2.70	3.50	3.95	4.40	5.00	5.65
<b>6</b>			3.65	4.15	4.65	5.30	5.95
<b>7</b>			3.80	4.35	4.90	5.60	6.20

Section 8 - Contractual Stipends

Description	Calculation Method	2016-17	2017-18	2018-19	2019-20	2020-21
<b>CONTRACTUAL STIPENDS</b>						
Assistant Athletic Director	school year	\$6,323	\$6,449	\$6,578	\$6,710	\$6,844
Asst Division Chairperson - High School (Pro-rated percentage of Division Chair stipend in 25% increments only)	school year	25% increments				
Building Coordinator - Middle School (per school)	school year	\$6,227	\$6,352	\$6,479	\$6,608	\$6,740
Curriculum Area Specialist	school year	\$3,746	\$3,821	\$3,898	\$3,976	\$4,055
Division Chairperson - High School	school year	\$2,889	\$2,946	\$3,005	\$3,065	\$3,127
Division Chairs conducting a maximum of 10 formal performance evaluations/yr. (Type 75 Gen Admin Cert required)	school year	\$1,223	\$1,247	\$1,272	\$1,298	\$1,324
Division Chairs conducting a maximum of 12 paraprofessional performance evaluations/year	school year	\$611	\$623	\$636	\$648	\$661
Division Chairs conducting additional performance evaluations above 10 required for base evaluation stipend	school year	\$112/evaluation	\$114/evaluation	\$116/evaluation	\$118/evaluation	\$120/evaluation
Division Chairs conducting addl paraprofessional performance evals above 12 required for base evaluation stipend	school year	\$51/evaluation	\$52/evaluation	\$53/evaluation	\$54/evaluation	\$55/evaluation
Dual Language Lead	school year	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104
LEA Representative	school year	\$5,185	\$5,288	\$5,394	\$5,502	\$5,612
Lead Teachers - Elementary & Middle School	school year	\$1,332	\$1,359	\$1,386	\$1,414	\$1,442
Middle School Team Leaders	school year	\$2,110	\$2,153	\$2,196	\$2,240	\$2,284
Noon Hour Supervision (per each middle school)	school year	\$3,473	\$3,543	\$3,613	\$3,686	\$3,759
PLC Lead	school year	\$1,020	\$1,040	\$1,061	\$1,082	\$1,104
Shuttle Bus (total per campus)	school year	\$3,540	\$3,611	\$3,683	\$3,757	\$3,832
Special Education Technical Supervision	school year	\$3,746	\$3,821	\$3,898	\$3,976	\$4,055
Mentor - Year 1 & 2 Mentee	per Mentee	\$385	\$392	\$400	\$408	\$416

After School Program Stipends (grant funded)	hourly	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34
After School Teaching/Tutoring (assigned by principal; directly tied to the curriculum)	hourly	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34
Behind-the-Wheel Driver's Ed	hourly	\$42.34	\$43.18	\$44.05	\$44.93	\$45.83
Curriculum Development	hourly	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34
Dance chaperone - High School	per event	\$54.50	\$55.59	\$56.70	\$57.84	\$58.99
Dance chaperone - Middle School	per event	\$40.87	\$41.69	\$42.52	\$43.37	\$44.24
Home/Hospital Tutor (Min. of 1 clock hour & Max. of 4 clock hrs. per day)	hourly	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34
IEP staffing that extends beyond 2-hr cumulative limit	clock hour	\$36.76	\$37.49	\$38.24	\$39.01	\$39.79
Mandatory meetings not during regular contract (weekends/summer)	hourly	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97
Night School	hourly	\$42.34	\$43.18	\$44.05	\$44.93	\$45.83
Period by Period rate for subbing for another teacher	clock hour	\$36.76	\$37.49	\$38.24	\$39.01	\$39.79
Saturday Detention Supervision	hourly	\$35.42	\$36.13	\$36.85	\$37.59	\$38.34
Student Assistance/Youth Leadership/Student Mentor Coordinator	hourly	\$28.61	\$29.18	\$29.76	\$30.36	\$30.97
Summer School (Rate effective as of June of current school year)	hourly	\$42.34	\$43.18	\$44.05	\$44.93	\$45.83

Section 8 - Contractual Stipends

Description	Calculation Method	2016-17	2017-18	2018-19	2019-20	2020-21
<b>NON-CONTRACTUAL</b>						
Announcers	per event	\$61.38	\$62.61	\$63.86	\$65.14	\$66.44
Benchworkers	per event	\$61.38	\$62.61	\$63.86	\$65.14	\$66.44
Score Keepers	per event	\$61.38	\$62.61	\$63.86	\$65.14	\$66.44
Ticket Takers	per event	\$61.38	\$62.61	\$63.86	\$65.14	\$66.44
Ushers	per event	\$47.88	\$48.84	\$49.81	\$50.81	\$51.83
Work assigned by principal & pre-approved by H.R.; not related to curriculum/instruction	hourly	\$25.78	\$26.30	\$26.82	\$27.36	\$27.91
After School Tutoring by Associate	hourly	hourly rate				
Translations - Oral, Proofreading	hourly	\$31.92	\$32.56	\$33.21	\$33.87	\$34.55
Translations - Written	per page	\$19.64	\$20.04	\$20.44	\$20.85	\$21.26

## **ARTICLE 21. FRINGE BENEFITS**

### **Section 1 – Insurance**

- A. Hospitalization/Major Medical Insurance. A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all eligible teachers. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties as of July 1, 2016 and July 1, 2017, respectively. In the event the changes made in 2016 and 2017 are not enough to keep the Hospitalization/Major Medical Insurance coverage under the Affordable Care Act (ACA) cap, the Insurance Committee will convene to determine what additional items would be needed to reduce the premiums below the Affordable Care Act cap. The Board shall contribute toward the applicable annual premium rates as established by the District's insurance consultant or such other insurance consultant or plan administrator as may exist from time to time. For single coverage, the Board shall pay ninety percent (90%) and the teachers ten percent (10%) of the annual premium rates. For dependent coverage, the Board shall pay seventy-five percent (75%) and the teachers twenty-five percent (25%) of the annual premium rates beginning July 1, 2003.

Teachers working in a position of less than 1.0 FTE shall receive a prorated amount of Board paid salary and health, welfare and leave benefits. Such proration shall be based on the individual's FTE status.

If, at any time during the term of this Agreement, the Illinois Human Rights Commission or any court shall determine that the foregoing is in any form discriminatory, the obligation of the Board under this Section shall terminate to the extent necessary to avoid such discrimination and the parties shall promptly initiate negotiations. Upon request, every teacher shall receive a copy of the policy and its specific coverage and cost.

- B. Life Insurance. The Board shall provide term life insurance and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000) for each eligible teacher by a company selected by the Board.
- C. Dental Insurance. The Board shall provide dental insurance for each teacher, single coverage only. Family coverage shall be available with the teacher paying the premium differential between single and family coverage. Except as the Union shall otherwise specifically agree in writing, the benefits shall be no less than those agreed to between the parties on January 1, 2004. The Board shall pay the full premium for single coverage for each teacher.

### **Section 2 - Insurance Committee**

A committee composed of twelve (12) persons, three (3) of whom shall be teachers appointed by the Union President, three (3) of whom shall consist of one (1) employee member from each of the three non-teacher unions organized within the District appointed by their respective union presidents, and six (6) of whom shall be appointed by the Board, shall meet semi-annually and/or as needed to review insurance benefits and coverage, establish premiums and/or study alternate programs of coverage for teachers. The Committee shall make at least two (2) separate recommendations, if any, to the Board and to the Union no later than December 30 and June 1 of each school year.

### Section 3 – Tuition

- A. Required Courses. If the Board requires a teacher to take a course, the Board shall reimburse the teacher for the tuition, cost of purchasing required texts and any similar fees incurred in taking such courses.
- B. New Assignment. If a teacher shall be reassigned to a subject area other than his/her primary area of certification as a consequence of a reduction-in-force, the teacher shall be fully reimbursed, including books and fees, by the Board for courses in such new assignment area, provided such courses have been pre-approved by the Superintendent or designee.
- C. Updating Education. The Board shall reimburse each teacher an amount not to exceed the following amounts per semester hour for courses or workshops taken by such teacher if previously approved by the Superintendent or designee.

2016-17	\$222
2017-18	\$229
2018-19	\$237
2019-20	\$244
2020-21	\$252

The Board shall provide such reimbursement on a first-come, first-serve basis, to a maximum for all teachers in the aggregate of two hundred seventy thousand dollars (\$270,000) for each school year of this Agreement. The Superintendent or designee shall approve courses related to the teacher's instructional area or as part of a Master's or Doctoral program approved by the Superintendent or designee. Such reimbursement shall be available for a maximum of twelve (12) semester hours per school year per teacher except for District 200 sponsored cohort programs in which case the maximum shall be fifteen (15) semester hours per school year per teacher and shall not be cumulative from school year to school year. Such courses or workshops shall be taken at accredited educational institutions of higher learning or such other institutions as may be approved by the Superintendent or designee. Reimbursement shall be contingent upon receipt of evidence of successful completion of said course or workshop (grade of "C" or above) in the form of a verified transcript. Upon timely receipt of the appropriate evidence of successful completion of said course(s) or workshop(s), reimbursement will be approved and processed at the next regularly scheduled Board of Education at which reimbursements are issued, typically the second Board of Education meeting of the month. In order for each teacher to receive reimbursement, each teacher must execute the *Tuition Reimbursement Promissory Note*.

### Section 4 – Eligibility for Retirement

In addition to any other eligibility requirement stated in this agreement or under law, a teacher not employed in the School District prior to the start of the 2004-2005 school year must also be employed as a teacher in the School District 200 for fifteen (15) consecutive and continuous years at the time of retirement in order to be eligible for the benefits enumerated in Sections 5, 7, and 8. For the purposes of this section, a Board of Education approved absence does not constitute a break in service.

## **Section 5 – Retirement Insurance**

Teachers submitting their resignation on or before December 1 of the school year of retirement, to be effective no later than the end of the same school term, and who retire at age fifty-five (55), or older shall receive fully paid major medical insurance for individual coverage only in the TRIP plan (formerly TRS medical insurance) program until the final month preceding the month the retired employee reaches age sixty-five (65). Retiring teachers shall choose either to continue their regular paychecks through August or to be paid their salary due in full on the first payroll in July immediately following the school year of retirement. For both payroll options, insurance coverage shall continue through the August immediately following the school year of retirement under the District’s plan and begin September 1 under the TRIP plan (formerly TRS medical insurance).

## **Section 6 - Contract for Retiree Services**

A retired District 200 teacher may be retained by the District as a self-employed contractor and as such will enter into an agreement to provide service to the District subsequent to his/her early retirement. Such agreement shall prescribe the services to be rendered and the compensation therefore, provided such shall be mutually agreed upon by the teacher and the Superintendent, and provided that the service shall not exceed one hundred twenty (120) full days or six hundred (600) hours. The contract shall also contain, but not be limited to:

- 1) The method and time of payment;
- 2) The type of work; and
- 3) Payment or reimbursement of insurance premiums, in whole or in part, for participation in any District-sponsored program from which the teacher is not precluded by contract.

## **Section 7 – Service Recognition Bonus - Pay For Unused Sick Leave**

A teacher retiring from the District at age fifty-four (54) or older shall receive eighty dollars (\$80.00) for each unused sick day above one hundred-seventy (170) earned at District 200 up to a maximum of one hundred (100) days, provided such payment shall only be made for unused sick leave days above 170 earned at District 200 which are not eligible for creditable service within the meaning of the Illinois Teachers’ Retirement System (e.g. the teacher has already achieved maximum creditable service with TRS as a result of years of employment or maximum number of unused sick leave days recognized by TRS). In other words, the teacher shall not be entitled to withhold the submission of unused sick leave days to TRS to the extent such days are eligible for creditable service.

The above described pay for unused sick leave shall be paid in recognition of the teacher’s service to the District and shall be paid as a post retirement service recognition bonus, and thereby shall be considered as non-creditable earnings within the meaning of the TRS rules and regulations. As such, the Service Recognition Bonus will be paid to the eligible retiring teacher in the month after the last regularly scheduled payroll for the teacher. Typically, the payment would be paid on or after September 1<sup>st</sup> after the last August payroll has been issued.

*The parties understand the following examples include various variables such as age, credible service earned, unused sick days earned, unused sick days recognized by TRS and unused sick days earned at the District which when different will change the outcome. Moreover, the parties equally understand that the examples below are for clarification and illustration only and the contract language above is governing and binding.*

Example One: Teacher has banked 0 days with TRS from another District prior to being employed by District 200. The teacher has accumulated 340 days with District 200. The current TRS statute allows a maximum of two years credit for 340 days (or pro ration thereof). The teacher has 32 years of service at retirement from District 200. Therefore, the teacher still has 340 days eligible for TRS credit. As a result 0 of the 340 unused sick leave days with District 200 days shall be eligible for unused sick leave pay.

Example Two: Teacher has banked 100 days with TRS from another District prior to being employed by District 200. The teacher has accumulated 300 days with District 200. The current TRS statute allows a maximum of two years credit for 340 days (or pro ration thereof). The teacher has 32 years of service at retirement from District 200. Therefore, the teacher still has 240 days eligible for TRS credit. As a result 240 of the 300 unused sick leave days with District 200 days shall not be eligible for unused sick leave pay. The remaining 60 would be payable at the \$80 dollar rate.

Example Three: Teacher has banked 200 days with TRS from another District prior to being employed by District 200. The teacher has accumulated 170 days with District 200. The current TRS statute allows a maximum of two years credit for 340 days (or pro ration thereof). The teacher has 32 years of service at retirement from District 200. Therefore, the teacher still has 140 days eligible for TRS credit. As a result 140 of the 170 unused sick leave days with District 200 shall not be eligible for unused sick leave pay. The remaining 30 would also not be eligible for payment because the District is only obligated to pay for days above 170, of which there are none.

## **Section 8 - Retirement Incentive Allowance for Non-MERO**

If a teacher reaches his/her sixtieth (60<sup>th</sup>) birthday or thirty-five (35) years of creditable service no later than June 30 of his/her final work year or otherwise becomes ineligible for the Modified Early Retirement Option (MERO) plan of TRS, the Board shall increase said teacher's creditable earnings by 6% over the prior year's creditable earnings for a maximum of the teacher's final four consecutive years, less any compensation not earned, provided written notice of retirement is submitted on or before May 15 of the school year prior to the year in which the teacher elects to participate in this retirement incentive.

Example: A teacher submitting his/her retirement notice May 15, 2016 for retirement effective June 30, 2020 shall receive four years of 6% increases as described above.

Example: A teacher submitting his/her retirement notice May 15, 2016 for retirement effective June 30, 2017 shall receive one year of 6% increases as described above.

All benefits under this four-year plan will discontinue in the event a teacher leaves the District for any reason prior to the effective date of his/her retirement notice unless otherwise mutually agreed.

### **Section 9 – Military Service Credit**

If a teacher entered active military service of the United States (but not including any Reserve duty) for at least one (1) year, and the teacher has been employed cumulatively by the Board for a period of at least twenty (20) years, the teacher may request, and upon request the Board shall purchase one (1) year of creditable service for his/her active military service to the extent permitted under the Illinois Teachers' Retirement System and in accordance with the rules governing the purchase of credits for active military service.

### **Section 10 – Retirement Re-Opener**

In the event a change in the law occurs after the effective date of this Contract that requires the Board to pay additional sums to the State of Illinois and/or the Illinois Teacher Retirement System due to increases in a retiring teacher's salary, the Board and the Union shall reopen the terms of this Contract to address the additional costs.

## ARTICLE 22. COMPENSATION

### Section 1 – Compensation

All teachers shall be compensated for the 2016-2017 and 2017-2018 school years in accordance with the salary schedules appearing as Appendices A-1 (calculated at a total increase of 3.75% inclusive of step, longevity and off schedule) and A-2 (calculated as a total increase of 3.75% inclusive of step, longevity and off schedule), for the respective years.

Compensation for the 2018-2019, 2019-2020 and 2020-2021 shall be calculated in accordance with the following formula:

#### 2018-2019 Average Salary Increase

The 2018-2019 average salary increase shall be equal to the percentage attributable to the 2018-2019 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL), commonly referred to as the “tax cap,” except that the salary increase shall be no less than 3.5% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District and the WCT shall mutually agree upon a date and time to meet to negotiate a salary schedule structure and salary distribution consistent with the aforementioned percentage.

In the event that the PTELL is amended or repealed, so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCT shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

For purposes of the 2018-2019 average salary increase calculation, the District shall establish a “scattergram” of bargaining unit members, including longevity and off schedule staff, no later than March 1, 2018. Said scattergram shall be representative of the then existing bargaining unit members placed on the existing salary schedule for purposes of calculating the base salary cost of the bargaining unit. The base salary cost shall be the amount to which the aforementioned average salary increase shall be added. This new amount shall be the amount available for negotiation of the new salary schedule structure and salary distribution, inclusive of the cost of any vertical step movement and other changes to the salary schedule structure. In order to determine the cost of the new salary schedule, the previously established scattergram shall be used without change, except to reflect any step movement, longevity and off schedule for the newly proposed salary schedule.

[For example, let’s assume that the 2017-2018 scattergram consists of a full-time equivalent (FTE) of 460 bargaining unit members. When placed upon the 2017-2018 salary schedule (including longevity and off schedule staff), the base salary cost equals \$26,000,000. If the average salary increase for 2018-2019 is 3.5% the new amount to be used to establish the cost of the new salary schedule shall be \$26,000,000 plus 3.5% for a total pool of money available to fund the new salary schedule in the amount of \$ \$26,910,000. For purposes of calculating the cost of the new salary schedule, the aforementioned scattergram shall be used regardless of any changes in staff which may have occurred except that all staff eligible for step movement shall be moved so that the aforementioned amount of \$26,910,000 shall be inclusive of any costs associated with step, movement, longevity, off-schedule staff or other salary schedule structure changes.]

### **2019-2020 Average Salary Increase**

The 2019-20 average salary increase shall be equal to the percentage attributable to the 2019-2020 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL), commonly referred to as the “tax cap,” except that the salary increase shall be no less than 3.5% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District and the WCT shall mutually agree upon a date and time to meet to negotiate a salary schedule structure and salary distribution consistent with the aforementioned percentage.

In the event that the PTELL is amended or repealed, so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCT shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

For purposes of the 2019-2020 average salary increase calculation, the District shall establish a “scattergram” of bargaining unit members, including longevity and off schedule staff, no later than March 1, 2019. Said scattergram shall be representative of the then existing bargaining unit members placed on the existing salary schedule for purposes of calculating the base salary cost of the bargaining unit. The base salary cost shall be the amount to which the aforementioned average salary increase shall be added. This new amount shall be the amount available for negotiation of the new salary schedule structure and salary distribution, inclusive of the cost of any vertical step movement and other changes to the salary schedule structure. In order to determine the cost of the new salary schedule, the previously established scattergram shall be used without change, except to reflect any step movement, longevity and off schedule for the newly proposed salary schedule.

[For example, let’s assume that the 2018-2019 scattergram consists of a full-time equivalent (FTE) of 460 bargaining unit members. When placed upon the 2018-2019 salary schedule (including longevity and off schedule staff), the base salary cost equals \$26,000,000. If the average salary increase for 2019-2020 is 3.5% the new amount to be used to establish the cost of the new salary schedule shall be \$26,000,000 plus 3.5% for a total pool of money available to fund the new salary schedule in the amount of \$ \$26,910,000. For purposes of calculating the cost of the new salary schedule, the aforementioned scattergram shall be used regardless of any changes in staff which may have occurred except that all staff eligible for step movement shall be moved so that the aforementioned amount of \$26,910,000 shall be inclusive of any costs associated with step, movement, longevity, off-schedule staff or other salary schedule structure changes.]

## **2020-2021 Average Salary Increase**

The 2020-2021 average salary increase shall be equal to the percentage attributable to the 2020-2021 fiscal year as determined by the Property Tax Extension Limitation Law (PTELL), commonly referred to as the “tax cap,” except that the salary increase shall be no less than 3.25% and no more than 4.0%. Within 30 days following formal notice of said percentage to the District, the District and the WCT shall mutually agree upon a date and time to meet to negotiate a salary schedule structure and salary distribution consistent with the aforementioned percentage.

In the event that the PTELL is amended or repealed, so as to affect the interpretation of this Agreement, within 30 days after the effective date of such amendment or repeal, the District and WCT shall mutually agree upon a date and time to negotiate over the impact of the aforementioned amendment or repeal.

For purposes of the 2020-2021 average salary increase calculation, the District shall establish a “scattergram” of bargaining unit members, including longevity and off schedule staff, no later than March 1, 2020. Said scattergram shall be representative of the then existing bargaining unit members placed on the existing salary schedule for purposes of calculating the base salary cost of the bargaining unit. The base salary cost shall be the amount to which the aforementioned average salary increase shall be added. This new amount shall be the amount available for negotiation of the new salary schedule structure and salary distribution, inclusive of the cost of any vertical step movement and other changes to the salary schedule structure. In order to determine the cost of the new salary schedule, the previously established scattergram shall be used without change, except to reflect any step movement, longevity and off schedule for the newly proposed salary schedule.

[For example, let’s assume that the 2019-2020 scattergram consists of a full-time equivalent (FTE) of 460 bargaining unit members. When placed upon the 2019-2020 salary schedule (including longevity and off schedule staff), the base salary cost equals \$26,000,000. If the average salary increase for 2020-2021 is 3.25% the new amount to be used to establish the cost of the new salary schedule shall be \$26,000,000 plus 3.25% for a total pool of money available to fund the new salary schedule in the amount of \$ 26,845,000. For purposes of calculating the cost of the new salary schedule, the aforementioned scattergram shall be used regardless of any changes in staff which may have occurred except that all staff eligible for step movement shall be moved so that the aforementioned amount of \$26,845,000 shall be inclusive of any costs associated with step, movement, longevity, off-schedule staff or other salary schedule structure changes.]

## **Section 2 - Teacher Retirement Payments**

From the compensation prescribed by the preceding section of this Article, the Board shall pay a portion of the salary granted to such teachers, to wit, eight percent (8%) thereof, to the Illinois Teachers' Retirement System for the account of each teacher. Monies paid to the Illinois Teachers' Retirement System shall be deducted from the salary to be paid to each teacher.

The Union shall protect and save harmless the Board, its members and all of its agents or employees from any and all claims, demands, suits and other forms of liability (including, but not limited to, the cost of the defense thereof) by reason of the payment of retirement directly to the Illinois Teachers' Retirement System as described above. In the event any action, complaint or suit of any kind shall be brought against the Board

or any of its agents, members or employees, the Board shall retain the right to select counsel to defend such action, complaint or suit and/or determine whether such action, complaint or suit should be compromised or settled in any respect. If, at any time during the term of this Agreement, the Internal Revenue Service or any court shall declare the sheltering of teacher retirement payments as aforesaid to be improper or that such payments are in any way subject to withholding, the Board shall immediately commence to withhold Federal and State taxes from such monies.

**Section 3 - Educational Credits**

A. Teachers off the salary schedule who are enrolled in an accredited institution of higher learning and whose courses have been approved by the Superintendent or designee, shall be compensated according to the following schedule:

<b>Lane</b>	<b>Compensation</b>
BA+12	\$ 900.00
BA+24	\$ 900.00
BA+42/MA	\$1,300.00
MA+15	\$1,400.00
MA+30	\$1,400.00
MA+45	\$1,500.00
MA+60	\$1,600.00
Ph.D.	\$1,800.00

B. Teachers may move to the BA+42/MA lane without a master's degree if they have the required number of approved hours and have taken at least one (1) course during the previous five (5) years. Teachers in the BA+42/MA lane without a master's degree who subsequently receive a master's degree for credit and remain in the BA+42/MA lane shall receive a one (1) time payment of five hundred dollars (\$500.00) from the Board effective beginning with those teachers who first received their master's degree for credit toward the 2001-02 school year.

C. Notification of earned credits shall be filed with the Superintendent or designee prior to the commencement of the school term. Evidence of such credits shall be filed as soon as transcripts are available, but subject to the following timelines. Teachers who file with the District's Human Resources Department transcripts for earned educational credits for salary schedule lane change shall receive retroactive pay to the beginning of the respective school year if filed as follows: Pay for lane changes for transcripts filed on or before September 1 of the respective school year will be processed for pay adjustment beginning with the second payroll in September. Pay for lane changes for transcripts filed after September 1 and on or before November 15 of the respective school year will be processed for pay adjustment beginning with the first payroll in December. Pay for lane changes for transcripts filed late (after November 15) will be eligible for pay adjustment once filed in accordance with the filing dates for subsequent school years. Such late filings will be eligible for retroactive pay only dating back to the beginning of the year in which the teacher complied with the filing deadlines.

Teachers are requested to provide the Business Services Office in writing before the end of the school term with an estimate of additional credits they expect to have earned before the start of the next school term. A teacher that does not so notify the Business Services Office before the end of the school term shall not be precluded from filing a notification of earned credits or from lane movement provided all other requirements are met.

#### **Section 4 - Advancement on Salary Schedule**

Full step advancement on the salary schedule shall be given for full-time service of at least one (1) semester or part-time service of fifty percent (50%) or more during the prior school year. Teachers who teach less than the amount of time described above shall advance one (1) step on the salary schedule every two (2) years.

## **ARTICLE 23. METHOD OF SALARY PAYMENTS**

### **Section 1 - Payment of Salary**

Salaries shall be paid on a twelve (12) month basis by means of direct deposit for all teachers subject to Section 4 of this Article. A statement indicating the amount of direct deposit and legally required withholdings in a form established by the District shall be distributed to the teachers over twenty-four-pay periods, semi-monthly on the 10<sup>th</sup> and 25<sup>th</sup> of each month, except when such date falls on a non-working day. In such instances, the first previous district business day shall be the pay day.

### **Section 2 - Early Salary Paycheck Option**

Each teacher shall have the option to receive his/her remaining salary for the year payable on the first regularly scheduled payday in July or in the event that the first July payday is a holiday it will be the previous business day prior to such payday by means of direct deposit subject to Section 4 of this Article. Such teachers shall give written notice to the Business Services Office or designee of the desire to exercise this option. Such notice shall be given no later than March 1 prior thereto.

### **Section 3 - Mailing Summer Salary Statements**

A statement indicating the amount of direct deposit and legally required withholdings in a form established by the District shall be mailed to the teacher's home address during the summer months subject to Section 4 of this Article. If a teacher desires such statement to be mailed to an address other than the address of record, the teacher shall complete a summer address form established by the Business Services Office, with such form to be submitted by the last day of school.

### **Section 4 – Direct Deposit**

Payment of a teacher's salary by direct deposit shall be voluntary until such time as it is determined that the law allows the District to make payment of teachers' salaries by direct deposit mandatory. Until such time, the Business Services Office shall provide teachers with an appropriate form by which to elect direct deposit.

## **ARTICLE 24. JOB SHARING**

### **Section 1 - Definition**

Job sharing shall refer to two (2) teacher unit members or one (1) teacher unit member and one (1) retired former tenured unit member sharing one (1) full-time position. Teachers who hold tenure rights shall not lose those rights solely as a result of accepting a job sharing position, except that acceptance of a job share position by a retired unit member shall not be construed as a tenured position. Preference shall be given to tenured teacher unit members.

### **Section 2 - Extent**

Job sharing requires the mutual agreement of the two (2) job sharing teachers, the building principal and the Superintendent or designee.

### **Section 3 - Procedures**

Proposals shall be submitted in writing to the building principal with a copy to the Superintendent or designee no later than March 1 and must include precise statements concerning:

- A. The division of tasks between the partners, including staff meetings, district meetings, parent conferences, etc.;
- B. Time scheduling;
- C. Provisions for communication between the partners;
- D. Provisions for communication between the partners and the parents of the classroom students and other staff;
- E. Benefits to pupils, the partners and the District; and
- F. Number of years of such arrangement.

### **Section 4 - Evaluation of Proposals**

Proposals shall be evaluated based upon the following criteria:

- A. Advantages and disadvantages to pupils;
- B. Advantages and disadvantages to the teachers involved;
- C. Advantages and disadvantages to the District;
- D. Estimated probability of success;

E. Permanency of arrangement; and

F. Other administrative concerns.

The final decision on approval or rejection of any job sharing proposal shall be the sole discretion of the administration and shall not be subject to the grievance procedure.

### **Section 5 - Compensation and Benefits**

Teachers working in a position of less than 1.0 FTE shall receive a prorated amount of Board paid salary and health, welfare and leave benefits. Such proration shall be based on the individual's FTE status.

### **Section 6 - Return to Full-Time**

Upon his/her completion of such job sharing arrangement, each teacher shall be returned to any vacant position for which the teacher is certified and legally qualified to assume, subject to Article 25 of this Agreement. This provision shall not apply to retired job share positions.

### **Section 7 - Substituting**

Job sharers shall substitute for each other whenever possible and shall be paid on a pro rata basis.

## **ARTICLE 25. REDUCTION-IN-FORCE (RIF)**

### **Section 1 - RIF Committee**

A committee appointed by the Union President, not to exceed five (5) in number, shall assist the administration in making staffing plans prior to a reduction-in-force. All teachers affected by a reduction-in-force shall meet with the administration, at which time reasons for staffing and alternative solutions shall be discussed. This meeting shall occur prior to the submittal of any recommendations to the Board, when possible. Prior to such meeting the Superintendent or designee shall notify the Union of possible options to allow the Union sufficient time to meet informally with all affected teachers.

### **Section 2 - RIF Procedure**

In all instances of reductions in force, the District shall comply with the requirements set forth in the Illinois *School Code* and implementing regulations, as amended from time to time..

## **ARTICLE 26. STRIKE CONDITIONS**

Section 1 - Strike Conditions. There shall be no strike, work stoppage, slowdown, boycott or other interruption or impeding of work during the term of this Agreement.

## **ARTICLE 27. PROCEDURE FOR RESOLUTION OF ISSUES DURING THE TERM OF THE AGREEMENT AND RELATED MATTERS**

### **Section 1 - Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to or deletion only through the voluntary, mutual consent of the parties in written Amendment.

### **Section 2 - Negotiations over Matters not Covered by Terms of the Agreement**

The parties 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 and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are completely set forth in this Agreement.

### **Section 3 - Separability**

In the event any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect. If any provision of this Agreement is or shall at any time be contrary to the law, then such provision shall not be applicable, performed or enforced, except to the extent permitted by law, and any substitute provision shall be by mutual agreement of the parties.

**ARTICLE 28. DURATION OF THIS AGREEMENT AND SUCCEEDING  
NEGOTIATIONS**

**Section 1 - Duration of Agreement**

This Agreement shall be in effect as of the first day of the 2016-2017 school year and shall continue in full force until the end of the day immediately preceding the 2021-2022 school year.

**Section 2 - Date to Start Negotiations**

The Board and the Union agree to start negotiations for a new Agreement not later than December 1 of the year preceding the expiration of this Agreement or such other time as the parties may mutually agree.

**IN WITNESS WHEREOF**, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries, this \_\_\_\_15<sup>th</sup> \_\_\_\_ day of \_\_December\_ 2015.

**THE BOARD OF EDUCATION OF  
WOODSTOCK C.U.S.D. NO. 200  
McHENRY COUNTY,  
WOODSTOCK, ILLINOIS**

**WOODSTOCK COUNCIL OF  
TEACHERS, McHENRY COUNTY  
FEDERATION OF TEACHERS,  
LOCAL #1642, IFT/AFT**

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Union President

ATTEST:  
  
\_\_\_\_\_  
Board Secretary

ATTEST:  
  
\_\_\_\_\_  
Union Secretary

**APPENDIX A-1  
WOODSTOCK SCHOOL DISTRICT 200**

<b>2016-17 Salary Schedule</b>									
<b>Step</b>	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>BA+42/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD</b>
<b>1</b>	<b>38,609</b> 41,967	<b>40,130</b> 43,620	<b>41,653</b> 45,275	<b>44,318</b> 48,172	<b>46,220</b> 50,239	<b>48,123</b> 52,308	<b>50,026</b> 54,376	<b>51,929</b> 56,444	<b>53,831</b> 58,512
<b>2</b>	<b>39,381</b> 42,806	<b>40,933</b> 44,492	<b>42,485</b> 46,180	<b>45,315</b> 49,256	<b>47,260</b> 51,369	<b>49,206</b> 53,485	<b>51,151</b> 55,599	<b>53,098</b> 57,715	<b>55,043</b> 59,830
<b>3</b>	<b>40,169</b> 43,662	<b>41,752</b> 45,382	<b>43,336</b> 47,104	<b>46,334</b> 50,363	<b>48,323</b> 52,526	<b>50,314</b> 54,689	<b>52,303</b> 56,851	<b>54,293</b> 59,014	<b>56,281</b> 61,175
<b>4</b>	<b>40,972</b> 44,535	<b>42,587</b> 46,291	<b>44,201</b> 48,045	<b>47,376</b> 51,496	<b>49,410</b> 53,707	<b>51,445</b> 55,919	<b>53,478</b> 58,128	<b>55,514</b> 60,341	<b>57,548</b> 62,552
<b>5</b>	<b>41,792</b> 45,427	<b>43,439</b> 47,216	<b>45,086</b> 49,007	<b>48,442</b> 52,655	<b>50,522</b> 54,915	<b>52,603</b> 57,177	<b>54,682</b> 59,437	<b>56,763</b> 61,699	<b>58,842</b> 63,959
<b>6</b>	<b>42,628</b> 46,335	<b>44,308</b> 48,161	<b>45,987</b> 49,986	<b>49,533</b> 53,840	<b>51,659</b> 56,151	<b>53,787</b> 58,464	<b>55,912</b> 60,774	<b>58,040</b> 63,087	<b>60,165</b> 65,397
<b>7</b>	<b>43,479</b> 47,260	<b>45,193</b> 49,123	<b>46,907</b> 50,986	<b>50,647</b> 55,051	<b>52,822</b> 57,415	<b>54,996</b> 59,779	<b>57,170</b> 62,141	<b>59,346</b> 64,507	<b>61,520</b> 66,870
<b>8</b>	<b>44,307</b> 48,159	<b>46,053</b> 50,058	<b>47,799</b> 51,956	<b>51,787</b> 56,290	<b>54,008</b> 58,705	<b>56,233</b> 61,123	<b>58,457</b> 63,540	<b>60,681</b> 65,958	<b>62,904</b> 68,374
<b>9</b>	<b>45,149</b> 49,075	<b>46,927</b> 51,008	<b>48,707</b> 52,942	<b>52,952</b> 57,556	<b>55,224</b> 60,027	<b>57,499</b> 62,499	<b>59,773</b> 64,970	<b>62,047</b> 67,443	<b>64,320</b> 69,913
<b>10</b>	<b>46,005</b> 50,006	<b>47,819</b> 51,977	<b>49,632</b> 53,948	<b>54,143</b> 58,851	<b>56,466</b> 61,377	<b>58,793</b> 63,906	<b>61,117</b> 66,431	<b>63,442</b> 68,959	<b>65,767</b> 71,486
<b>11</b>	<b>46,880</b> 50,957	<b>48,728</b> 52,965	<b>50,575</b> 54,973	<b>55,361</b> 60,175	<b>57,738</b> 62,758	<b>60,115</b> 65,343	<b>62,492</b> 67,926	<b>64,870</b> 70,511	<b>67,247</b> 73,094
<b>12</b>	<b>47,770</b> 51,924	<b>49,653</b> 53,971	<b>51,537</b> 56,018	<b>56,607</b> 61,530	<b>59,037</b> 64,171	<b>61,468</b> 66,813	<b>63,898</b> 69,454	<b>66,330</b> 72,098	<b>68,760</b> 74,739
<b>13</b>	<b>48,678</b> 52,911	<b>50,597</b> 54,997	<b>52,516</b> 57,083	<b>57,880</b> 62,914	<b>60,366</b> 65,615	<b>62,852</b> 68,317	<b>65,336</b> 71,017	<b>67,822</b> 73,719	<b>70,307</b> 76,421
<b>14</b>	<b>49,555</b> 53,864	<b>51,507</b> 55,986	<b>53,460</b> 58,109	<b>59,183</b> 64,329	<b>61,723</b> 67,090	<b>64,266</b> 69,854	<b>66,806</b> 72,615	<b>69,348</b> 75,379	<b>71,889</b> 78,140
<b>15</b>	<b>50,446</b> 54,833	<b>52,434</b> 56,994	<b>54,423</b> 59,156	<b>60,515</b> 65,777	<b>63,112</b> 68,600	<b>65,711</b> 71,425	<b>68,309</b> 74,249	<b>70,908</b> 77,074	<b>73,506</b> 79,898
<b>16</b>	<b>51,355</b> 55,820	<b>53,378</b> 58,020	<b>55,403</b> 60,220	<b>61,876</b> 67,257	<b>64,532</b> 70,144	<b>67,189</b> 73,032	<b>69,846</b> 75,920	<b>72,504</b> 78,809	<b>75,159</b> 81,695
<b>17</b>	<b>52,280</b> 56,826	<b>54,340</b> 59,065	<b>56,400</b> 61,304	<b>63,268</b> 68,770	<b>65,985</b> 71,723	<b>68,701</b> 74,675	<b>71,418</b> 77,628	<b>74,135</b> 80,582	<b>76,851</b> 83,533
<b>18</b>		<b>55,318</b> 60,129	<b>57,415</b> 62,407	<b>64,692</b> 70,317	<b>67,469</b> 73,335	<b>70,248</b> 76,356	<b>73,024</b> 79,374	<b>75,803</b> 82,395	<b>78,580</b> 85,413
<b>19</b>		<b>56,313</b> 61,210	<b>58,448</b> 63,531	<b>66,147</b> 71,899	<b>68,988</b> 74,987	<b>71,828</b> 78,074	<b>74,668</b> 81,160	<b>77,509</b> 84,249	<b>80,348</b> 87,335
<b>20</b>			<b>59,501</b> 64,675	<b>67,635</b> 73,517	<b>70,539</b> 76,673	<b>73,443</b> 79,830	<b>76,347</b> 82,986	<b>79,253</b> 86,145	<b>82,155</b> 89,299
<b>21</b>			<b>60,572</b> 65,839	<b>69,158</b> 75,171	<b>72,126</b> 78,398	<b>75,097</b> 81,627	<b>78,065</b> 84,854	<b>81,036</b> 88,083	<b>84,005</b> 91,309
<b>22</b>				<b>70,713</b> 76,862	<b>73,750</b> 80,163	<b>76,787</b> 83,464	<b>79,822</b> 86,763	<b>82,859</b> 90,064	<b>85,894</b> 93,363
<b>23</b>				<b>72,304</b> 78,592	<b>75,408</b> 81,966	<b>78,515</b> 85,342	<b>81,618</b> 88,715	<b>84,724</b> 92,091	<b>87,827</b> 95,464
<b>24</b>				<b>73,931</b> 80,360	<b>77,105</b> 83,810	<b>80,281</b> 87,262	<b>83,455</b> 90,711	<b>86,629</b> 94,162	<b>89,803</b> 97,612
<b>25</b>				<b>75,595</b> 82,168	<b>78,840</b> 85,695	<b>82,086</b> 89,224	<b>85,332</b> 92,752	<b>88,579</b> 96,282	<b>91,824</b> 99,808
<b>26</b>							<b>87,253</b> 94,840	<b>90,572</b> 98,448	<b>93,890</b> 102,054

All teachers shall be compensated for 2016-2017 and 2017-2018 in accordance with the salary schedules appearing as Appendices A-1 and A-2 for the respective years. All teachers shall be compensated for the 2018-2019, 2019-2020 and 2020-2021 school years in accordance with the salary schedules calculated per the guidelines established in Article 22: Compensation.

However, due to penalty provisions of the Illinois Teachers' Retirement System (TRS), no teacher upon reaching a date of employment within four (4) years of first becoming eligible for TRS retirement (early or ordinary) shall be entitled to receive an increase in total creditable earnings greater than 6% of the prior year's creditable earnings regardless of any other provisions or salary schedules of this Agreement. Any such earnings over 6% shall be considered forfeited, but shall not preclude the teacher from future schedule advancement and future earnings, subject to the annual application of the limitations of this provision. For the purpose of implementing this provision, teachers over age 50 shall be required to provide the District with the teacher's official TRS demographic data (age, service, etc.) as reported annually by the TRS.

**APPENDIX A-2  
WOODSTOCK SCHOOL DISTRICT 200**

<b>2017-18 Salary Schedule</b>									
<b>Step</b>	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>BA+42/MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>PHD</b>
<b>1</b>	<b>39,284</b> 42,700	<b>40,831</b> 44,382	<b>42,380</b> 46,066	<b>45,092</b> 49,013	<b>47,027</b> 51,116	<b>48,964</b> 53,222	<b>50,900</b> 55,326	<b>52,836</b> 57,430	<b>54,772</b> 59,534
<b>2</b>	<b>40,069</b> 43,553	<b>41,648</b> 45,269	<b>43,227</b> 46,986	<b>46,107</b> 50,116	<b>48,085</b> 52,266	<b>50,065</b> 54,419	<b>52,045</b> 56,570	<b>54,025</b> 58,723	<b>56,005</b> 60,875
<b>3</b>	<b>40,871</b> 44,425	<b>42,481</b> 46,175	<b>44,092</b> 47,927	<b>47,144</b> 51,243	<b>49,167</b> 53,443	<b>51,192</b> 55,644	<b>53,216</b> 57,844	<b>55,241</b> 60,045	<b>57,264</b> 62,244
<b>4</b>	<b>41,688</b> 45,313	<b>43,331</b> 47,099	<b>44,973</b> 48,884	<b>48,204</b> 52,395	<b>50,273</b> 54,645	<b>52,344</b> 56,895	<b>54,412</b> 59,144	<b>56,484</b> 61,395	<b>58,553</b> 63,645
<b>5</b>	<b>42,522</b> 46,220	<b>44,197</b> 48,041	<b>45,874</b> 49,863	<b>49,288</b> 53,574	<b>51,404</b> 55,874	<b>53,522</b> 58,176	<b>55,637</b> 60,475	<b>57,755</b> 62,777	<b>59,870</b> 65,076
<b>6</b>	<b>43,373</b> 47,144	<b>45,082</b> 49,002	<b>46,791</b> 50,859	<b>50,398</b> 54,781	<b>52,561</b> 57,132	<b>54,726</b> 59,485	<b>56,889</b> 61,836	<b>59,054</b> 64,189	<b>61,216</b> 66,540
<b>7</b>	<b>44,239</b> 48,086	<b>45,983</b> 49,981	<b>47,727</b> 51,877	<b>51,532</b> 56,013	<b>53,744</b> 58,418	<b>55,957</b> 60,823	<b>58,168</b> 63,226	<b>60,383</b> 65,634	<b>62,595</b> 68,038
<b>8</b>	<b>45,081</b> 49,001	<b>46,857</b> 50,932	<b>48,634</b> 52,863	<b>52,691</b> 57,273	<b>54,952</b> 59,730	<b>57,215</b> 62,191	<b>59,478</b> 64,650	<b>61,741</b> 67,110	<b>64,002</b> 69,568
<b>9</b>	<b>45,937</b> 49,932	<b>47,747</b> 51,899	<b>49,558</b> 53,867	<b>53,877</b> 58,562	<b>56,189</b> 61,075	<b>58,503</b> 63,591	<b>60,817</b> 66,105	<b>63,131</b> 68,621	<b>65,443</b> 71,134
<b>10</b>	<b>46,809</b> 50,879	<b>48,654</b> 52,885	<b>50,499</b> 54,890	<b>55,089</b> 59,879	<b>57,453</b> 62,449	<b>59,820</b> 65,022	<b>62,184</b> 67,592	<b>64,551</b> 70,164	<b>66,916</b> 72,735
<b>11</b>	<b>47,699</b> 51,847	<b>49,579</b> 53,890	<b>51,459</b> 55,933	<b>56,328</b> 61,226	<b>58,746</b> 63,855	<b>61,165</b> 66,484	<b>63,584</b> 69,113	<b>66,003</b> 71,742	<b>68,421</b> 74,371
<b>12</b>	<b>48,605</b> 52,831	<b>50,520</b> 54,913	<b>52,437</b> 56,997	<b>57,596</b> 62,604	<b>60,068</b> 65,292	<b>62,542</b> 67,980	<b>65,014</b> 70,667	<b>67,488</b> 73,357	<b>69,961</b> 76,044
<b>13</b>	<b>49,528</b> 53,835	<b>51,481</b> 55,957	<b>53,434</b> 58,080	<b>58,891</b> 64,012	<b>61,420</b> 66,761	<b>63,949</b> 69,510	<b>66,477</b> 72,258	<b>69,006</b> 75,007	<b>71,535</b> 77,755
<b>14</b>	<b>50,421</b> 54,805	<b>52,406</b> 56,963	<b>54,394</b> 59,124	<b>60,217</b> 65,453	<b>62,801</b> 68,262	<b>65,388</b> 71,074	<b>67,973</b> 73,883	<b>70,560</b> 76,695	<b>73,144</b> 79,505
<b>15</b>	<b>51,327</b> 55,790	<b>53,350</b> 57,989	<b>55,374</b> 60,189	<b>61,571</b> 66,926	<b>64,214</b> 69,798	<b>66,859</b> 72,672	<b>69,503</b> 75,546	<b>72,147</b> 78,420	<b>74,790</b> 81,293
<b>16</b>	<b>52,252</b> 56,795	<b>54,310</b> 59,033	<b>56,370</b> 61,272	<b>62,957</b> 68,432	<b>65,659</b> 71,369	<b>68,363</b> 74,308	<b>71,066</b> 77,246	<b>73,771</b> 80,186	<b>76,472</b> 83,122
<b>17</b>	<b>53,193</b> 57,818	<b>55,289</b> 60,097	<b>57,385</b> 62,375	<b>64,374</b> 69,971	<b>67,137</b> 72,975	<b>69,901</b> 75,980	<b>72,665</b> 78,984	<b>75,430</b> 81,989	<b>78,193</b> 84,992
<b>18</b>		<b>56,284</b> 61,179	<b>58,417</b> 63,497	<b>65,822</b> 71,545	<b>68,647</b> 74,616	<b>71,475</b> 77,690	<b>74,300</b> 80,761	<b>77,127</b> 83,834	<b>79,953</b> 86,905
<b>19</b>		<b>57,297</b> 62,279	<b>59,469</b> 64,640	<b>67,303</b> 73,155	<b>70,193</b> 76,297	<b>73,083</b> 79,438	<b>75,972</b> 82,578	<b>78,863</b> 85,721	<b>81,752</b> 88,861
<b>20</b>			<b>60,540</b> 65,804	<b>68,817</b> 74,801	<b>71,771</b> 78,012	<b>74,726</b> 81,224	<b>77,681</b> 84,436	<b>80,638</b> 87,650	<b>83,590</b> 90,859
<b>21</b>			<b>61,630</b> 66,989	<b>70,366</b> 76,484	<b>73,386</b> 79,767	<b>76,409</b> 83,053	<b>79,429</b> 86,336	<b>82,452</b> 89,621	<b>85,472</b> 92,904
<b>22</b>				<b>71,948</b> 78,205	<b>75,038</b> 81,563	<b>78,128</b> 84,922	<b>81,216</b> 88,279	<b>84,306</b> 91,637	<b>87,394</b> 94,994
<b>23</b>				<b>73,567</b> 79,964	<b>76,726</b> 83,397	<b>79,886</b> 86,833	<b>83,043</b> 90,264	<b>86,203</b> 93,699	<b>89,361</b> 97,131
<b>24</b>				<b>75,222</b> 81,763	<b>78,451</b> 85,273	<b>81,683</b> 88,786	<b>84,912</b> 92,296	<b>88,143</b> 95,807	<b>91,372</b> 99,317
<b>25</b>				<b>76,915</b> 83,604	<b>80,217</b> 87,192	<b>83,520</b> 90,783	<b>86,823</b> 94,372	<b>90,126</b> 97,963	<b>93,427</b> 101,552
<b>26</b>							<b>88,776</b> 96,496	<b>92,154</b> 100,168	<b>95,530</b> 103,837

All teachers shall be compensated for 2016-2017 and 2017-2018 in accordance with the salary schedules appearing as Appendices A-1 and A-2 for the respective years. All teachers shall be compensated for the 2018-2019, 2019-2020 and 2020-2021 school years in accordance with the salary schedules calculated per the guidelines established in Article 22: Compensation.

However, due to penalty provisions of the Illinois Teachers' Retirement System (TRS), no teacher upon reaching a date of employment within four (4) years of first becoming eligible for TRS retirement (early or ordinary) shall be entitled to receive an increase in total creditable earnings greater than 6% of the prior year's creditable earnings regardless of any other provisions or salary schedules of this Agreement. Any such earnings over 6% shall be considered forfeited, but shall not preclude the teacher from future schedule advancement and future earnings, subject to the annual application of the limitations of this provision. For the purpose of implementing this provision, teachers over age 50 shall be required to provide the District with the teacher's official TRS demographic data (age, service, etc.) as reported annually by the TRS.

**APPENDIX B  
WOODSTOCK SCHOOL DISTRICT 200  
CO-CURRICULAR STIPENDS SCHEDULES**

<b>2016-2017 Base Rate:</b>		<b>1,497</b>					
STEP	2016-2017						
	CODE						
	1	2	3	4	5	6	7
1	1,947	3,144	4,342	4,717	5,166	5,989	6,738
2	2,171	3,369	4,567	5,016	5,465	6,364	7,112
3	2,396	3,594	4,792	5,316	5,840	6,738	7,562
4	2,620	3,818	5,016	5,615	6,214	7,112	8,011
5	-	4,043	5,241	5,915	6,588	7,487	8,460
6	-	-	5,465	6,214	6,963	7,936	8,909
7	-	-	5,690	6,514	7,337	8,385	9,284

<b>2017-2018 Base Rate:</b>		<b>1,527</b>					
STEP	2017-2018						
	CODE						
	1	2	3	4	5	6	7
1	1,985	3,207	4,428	4,810	5,268	6,108	6,871
2	2,214	3,436	4,657	5,115	5,573	6,489	7,253
3	2,443	3,665	4,886	5,421	5,955	6,871	7,711
4	2,672	3,894	5,115	5,726	6,337	7,253	8,169
5	-	4,123	5,344	6,031	6,719	7,635	8,627
6	-	-	5,573	6,337	7,100	8,093	9,085
7	-	-	5,802	6,642	7,482	8,551	9,467

<b>2018-2019 Base Rate:</b>		<b>1,558</b>					
STEP	2018-2019						
	CODE						
	1	2	3	4	5	6	7
1	2,025	3,271	4,517	4,906	5,374	6,230	7,009
2	2,258	3,504	4,750	5,218	5,685	6,620	7,398
3	2,492	3,738	4,984	5,529	6,074	7,009	7,866
4	2,726	3,972	5,218	5,841	6,464	7,398	8,333
5	-	4,205	5,451	6,152	6,853	7,788	8,800
6	-	-	5,685	6,464	7,243	8,255	9,267
7	-	-	5,919	6,775	7,632	8,722	9,657

<b>2019-2020 Base Rate:</b>		<b>1,589</b>					
STEP	2019-2020						
	CODE						
	1	2	3	4	5	6	7
1	2,066	3,337	4,609	5,006	5,483	6,357	7,151
2	2,304	3,576	4,847	5,324	5,800	6,754	7,549
3	2,543	3,814	5,085	5,642	6,198	7,151	8,025
4	2,781	4,052	5,324	5,959	6,595	7,549	8,502
5	-	4,291	5,562	6,277	6,992	7,946	8,979
6	-	-	5,800	6,595	7,390	8,423	9,456
7	-	-	6,039	6,913	7,787	8,899	9,853

<b>2020-2021 Base Rate:</b>		<b>1,621</b>					
STEP	2020-2021						
	CODE						
	1	2	3	4	5	6	7
1	2,107	3,404	4,700	5,105	5,592	6,483	7,294
2	2,350	3,647	4,943	5,430	5,916	6,888	7,699
3	2,593	3,890	5,186	5,754	6,321	7,294	8,185
4	2,836	4,133	5,430	6,078	6,726	7,699	8,671
5	-	4,376	5,673	6,402	7,131	8,104	9,157
6	-	-	5,916	6,726	7,537	8,590	9,644
7	-	-	6,159	7,050	7,942	9,076	10,049

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