AGREEMENT

Between

THE BOARD OF EDUCATION

&

THE TEACHERS' ASSOCIATION

CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230

2019-2024

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Agreement is hereby made by and between the SCHOOL BOARD OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230, hereinafter called the "Board", and the DISTRICT 230 TEACHERS' ASSOCIATION, hereinafter called the "Association", a local affiliate of the IEA/NEA.

WHEREAS, it is the mutual responsibility of all members of District No. 230 high schools to insure that good order and discipline are maintained throughout the system and that the administration and the classroom teacher are fully supported in all reasonable measures by the Board; and

WHEREAS, the quality of the educational program is dependent upon the knowledge, skill and creative ability of the professional staff; and WHEREAS, the attainment of objectives of the educational program of the District is a joint responsibility of the Board, the administrative-supervisory staff and the professional teaching staff; it is desirable that there be understanding and cooperation among the classroom teacher, administrative-supervisory staff, and the Board. To this end, free and open exchange of views is desirable, with all parties participating in deliberations leading to the determination of matters of mutual concern. This cooperative procedure should preclude the arbitrary exercise of unilateral authority by the Board and the use of the strike by the teachers; and

WHEREAS, the parties to this agreement believe that the best interests of public education will be best served by establishing procedures that provide an orderly method for negotiating matters of common concern and for providing orderly channels for appeal should differences not be resolved; and

WHEREAS, the parties desire to incorporate their agreement into a formal memorandum and believe that such action is in the best interest of the community, students, school system, professional staff and the Board; and

WHEREAS, the purposes of the agreement shall be:

To enable the Board to secure and retain competent and well-qualified teachers.

To provide a definite plan for selecting and compensating teachers.

To encourage teachers to improve the quality of their services through approved professional study and by other methods approved by the Superintendent and the Board.

To provide teaching conditions compatible with good educational philosophy.

THEREFORE, the parties agree as follows:

ARTICLE I PROFESSIONAL NEGOTIATION AGREEMENT

1.01 RECOGNITION

1.01.1 The Board recognizes the Association as the representative of all licensed personnel in District No. 230, with the exception of all administrators. The term "teacher" when used here and elsewhere in this Agreement shall refer to all employees represented by the Association in the negotiation unit defined in Section **1.01.1**.

1.02 NEGOTIATIONS PROCEDURES

- **1.02.1** The Association may ask any teacher to participate in the effective management of the school through membership on the Negotiating Committee.
- **1.02.2** The parties shall commence bargaining for a successor agreement on or before June 30, 2024, and shall bargain as per the Illinois Educational Labor Relations Act and its rules and regulations.
- **1.02.3** All conferences shall be carried on in an atmosphere of mutual respect and courtesy and shall have as their goal mutually satisfactory solutions to all matters under consideration. When tentative agreement has been reached by the Negotiating Committee, it shall be presented in writing to the Board and the Association for modification, approval or rejection.
- **1.02.4** It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) or I.E.L.R.B. mediation services if either party to this Agreement determines that the assistance of a mediator would be helpful. In the event that the parties cannot agree upon the mediation service, the Illinois Educational Labor Relations Board shall be notified.
- **1.02.5** When approved by both parties, additional expenses incurred in all negotiation procedures shall be shared equally by the Board and the Association.

1.03 INDIVIDUAL RIGHTS

- **1.03.1** There shall be no discrimination or reprisals against a teacher for exercising the rights guaranteed by this Agreement.
- **1.03.2** From time to time, allegations of teacher, coach or sponsor (covered by this agreement) misconduct comes to the attention of the administration. The following process is intended to guarantee the "due process" of the teacher, coach or sponsor while encouraging full disclosure of the incident(s) leading to the allegation. Immediately upon the receipt of the allegation, the administrator receiving the allegation will share it with the building principal, or his/her designee.
- a. The first step in the investigation process, which will be carried out by the principal, or his/her designee will be to notify the accused teacher of the allegation and to share the process that will be followed in the investigation.

- b. In the event that the allegation requires preliminary or confidential investigation prior to informing the teacher, the principal will share the rationale for that preliminary investigation with the President of the Teachers' Association prior to beginning such action.
- c. An investigation process will be designed which is specific to the circumstances of the alleged incident(s) to be spelled out to the teacher beforehand. During the investigation process, the administration will share with the teacher and the Teachers' Association Representative the details of the allegation. The teacher may request a copy of the investigation report and supporting documentation, if any, once the investigation is completed. The administration, however, will not be obligated to share details of the allegation, the final investigation report or any supporting documentation with the teacher or the Teachers' Association Representative if the allegation is under investigation by law enforcement, the Department of Children and Family Services or any other governmental agency as a part of a criminal or quasi-criminal matter.
- **1.03.3** In the event a meeting is to be held by an administrator with a teacher, where discipline might be reasonably anticipated to result, reasonable prior written notice regarding the purpose of the meeting shall be given to the teacher, and the teacher shall have the right to representation of the teacher's choice.
- **1.03.4** Tenured teachers shall be suspended without pay only for just cause.
- **1.03.5** To the extent required by law, the Board agrees to negotiate with the Association the effect of the legislature's mandate on the repeal of tenured laws.
- **1.03.6** The inclusion of coach and sponsor positions under Section **1.03.2** is not intended to characterize such positions as tenured-track positions. Coach and sponsor positions are by annual appointment.
- **1.03.7** The administration agrees to redirect initially all routine parental classroom complaints to the specific teacher(s) for resolution prior to any action being taken. At no time shall this provision be construed to restrict the parent from taking the complaint to the administration. This provision shall not apply to criminal matters, or matters of serious misconduct.

1.04 BOARD AUTHORITY

- **1.04.1** The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the Statutes and Constitution of the State of Illinois and the United States.
- **1.04.2** The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

1.04.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations.

ARTICLE II COMMUNICATIONS

2.00 TEACHER RECOGNITION

- **2.00.1** Any employee or group of employees and Association President, upon written request to the Superintendent, shall be afforded the opportunity to have their views and suggestions presented to the Board.
- **2.00.2** The Association recognizes the Board as the elected representative of the people of District 230 and does not propose that this or other agreements with the Board shall remove the legal responsibilities of final decision making from the Board. The word "Board" as used in this Agreement shall be interpreted to mean the School Board of Consolidated High School District 230 or its designee(s).
- **2.00.3** The Superintendent shall be recognized as the representative of the Board, and, as such, has a dual role of (1) chief administrative officer of the Board and (2) educational leader of the students and staff.
- **2.00.4** Any organization or group of teachers that wishes to challenge the Association as the sole bargaining agent for the teachers in District 230 will be subject to the procedural quidelines and requirements of the Illinois Educational Labor Relations Board.

2.01 TEACHER-ADMINISTRATION AND BOARD-TEACHER ADMINISTRATION RELATIONS COMMITTEE

- **2.01.1** There shall be a Teacher-Administration Relations Committee (T-ARC). The committee shall be composed of the President of the Association and Superintendent plus any other individuals that would be helpful for communicating and problem solving. This committee will meet monthly to discuss specific issues as well as to monitor the quality of communication within District 230.
- **2.01.2** There shall be a Board-Teacher-Administration Relations Committee (B-TARC). The committee shall be composed of the School Board, the President of the Association and the Superintendent plus any other individuals that would be helpful for communicating and problem solving. This committee will meet as needed by either party to discuss specific issues as well as to monitor the quality of communication within District 230.
- **2.01.3** Meetings shall be held at the mutual agreement of the parties. The parties may discuss, without limitation, any matter concerning educational policies and developments or any other problems or subjects of interest or concern to either party, providing individual grievances shall not be discussed. The general objectives of the T-ARC and B-TARC, among others, shall be to solicit suggestions from the parties on how to maximize the educational opportunities for students of the District, identify problems, investigate and initiate alternative solutions and increase communications between the parties. The T-ARC

and B-TARC shall not have any power to negotiate changes in this Agreement.

2.01.4 The Association president will be provided a private work space within his/her assigned school building, in order to communicate with Association members regarding Association matters.

2.02 NOTIFICATION TO ASSOCIATION

- **2.02.1** Before the administration or the Board changes a written policy concerning the working conditions listed below affecting the teacher's conduct of his or her duties and responsibilities, notice of the proposed change shall be given to the Association for its recommendations. If the Board does not adopt the Association's recommendations, it shall state its reasons in writing to the Association, if so requested. "Working Conditions" as used herein shall mean:
- a. Arrival and departure times
- **b.** Length of class
- **c.** Number of classes
- d. Reporting-in procedures
- e. Duties other than classroom teaching
- f. Attendance, tardy and discipline policies
- **g.** Field trip policies
- h. Use of building and equipment policies
- i. Requisition of supplies and duplicating procedures
- i. Secretarial use
- **k.** A/V policies
- I. Student transportation policies
- m. School calendar
- n. Teacher work days shall consist of no more than 183 days, including teacher institutes and workshops
- o. Room maintenance procedure
- **2.02.2** Where the following major changes in curriculum are contemplated, the department affected and the curriculum committee will be notified at least one month before the proposed change is to take effect so that the teachers in the department and the curriculum committee can consider and make recommendations on such changes:
- a. Addition or deletion of a course;
- **b.** Changing department requirements and electives:
- **c.** Changing department requirements for graduation;
- **d.** Changing the requirements for a course, its prerequisite, amount of credit granted or eligible students;
- e. Content of a course.
- **f.** Forming instructional teams.
- **2.02.3** A Curriculum Advisory Committee composed of teaching staff and building and District administrative staff, shall meet on a monthly basis to review and offer input regarding:
- a. Scope/sequence;
- **b.** Standards alignment;

- c. Textbook/materials/technology adoptions;
- **d.** Assessment practices.

An equal number of teachers selected by the Association and administration shall be on the committee. The teacher members shall serve a two (2) year term. The make-up of the group shall reflect, as best as possible, all content areas. Input from the Curriculum Advisory Committee will be considered as recommendations are prepared for Board approval.

- **2.02.4** The administration shall consult with the Association before making any teacher reductions-in-force in the District.
- **2.02.5** The Board agrees that it will notify the Association prior to deciding to apply for any waivers.
- **2.02.6** The administration shall post in the main office of each school a notice of vacant teaching, administrative, division chairperson, and co-curricular positions, other than hourly paid co-curricular positions for a period of 5 school days. The president of the Association will be sent a copy of each posting from the District office.

2.02.7 Video Surveillance

- a. The central purpose for the implementation of the Video Surveillance on School Property Policy is to reduce student disciplinary problems and to protect school property. Prior to activating any additional video equipment in other areas, the Teachers' Association will receive notice in advance of the placement of the additional security cameras. The District will post notice in such area alerting staff, parents, students and visitors that the area is under surveillance.
- b. In the event that any video equipment captures an employee engaging in any form of employee misconduct, such video recording may be used by the District to impose discipline, which is governed by Section 1.03.02 of the collective bargaining agreement, for such misconduct.
- **c.** The District shall permit the Teachers' Association to view the portion of the video recording relating to employee misconduct that violates Board Policy 5:240.
- d. The District may install video cameras in other areas not listed in Video Surveillance on School Property Policy, at any time, without any additional duty to bargain the placement of such video cameras.

ARTICLE III WORKING CONDITIONS

3.01 TEACHER DAY

3.01.1 All school staff are required to report to work a minimum of 15 minutes prior to the first assigned duty, either zero hour or first period, and are required to remain until the last regularly scheduled 3:00 PM bus leaves the school grounds. Should an emergency situation extend the school day, teachers are required to remain until the emergency has been resolved. However, in order to meet his/her professional responsibilities, a teacher will be available, after school, on occasion, beyond the ending time of the teacher. This provision

shall not be used capriciously to require a teacher to stay after school. Teachers assigned zero hour classes will be in their rooms, doors unlocked, ready to receive students, ten minutes prior to the beginning of the actual class period. No teacher will be docked unless late beyond the beginning of their first assigned duty. A teacher's normal workday shall consist of no more than 7 consecutive clock hours, not including either the 15 minutes prior to the beginning of school or the time necessary for the busses to leave at the end of the day. In case the school day is extended to 8 hours, teachers will be assigned by the principal to a 7 consecutive hour session. Teachers who are scheduled, at their option, to work 8 consecutive hours shall be paid overload compensation as prescribed in this Agreement. Teachers are required to notify the Principal or his/her designee if they wish to leave the school building.

- **3.01.2** On Wednesdays recommended by the calendar committee and approved by the Board, the school day begins with a Late Start Professional Learning Community (PLC) period that lasts no fewer than 25 to 30 minutes. This time is intended to foster professional communication within a collegial atmosphere. Individual preparation time is given within the framework of the school day as a non-instructional "prep" period. Work done within the individual preparation period is separate from Late Start PLC pursuits and allows for personal planning activities not intended to be a part of Late Start PLC. The time spent in Late Start PLC is to be used for activities including, but not limited to, the following:
- 1. Interactive planning among colleagues within the same subject area in order to:
 - a. Build common criterion-referenced tests.
 - **b.** Establish behavioral objectives.
 - **c.** Develop strategies to align the curriculum with district and state standards.
 - d. Exchange information and ideas for the development of instructional strategies and to explore best practices.
- 2. Interactive planning within the department or division as a whole in order to:
 - **a.** Develop instructional strategies for the discipline at large.
 - **b.** Build common criterion referenced tests.
 - **c.** Develop strategies for student success in state-mandated tests.
 - **d.** Establish departmental policies with respect to student instruction.
 - e. Work with PLC groups.
- 3. School improvement and Student Success activities to
 - Allow for school-wide planning sessions to examine broad-based issues such as best practices and their related issues, school improvement and professional development.
- **3.01.3** Teachers will be allowed to use ten (10) Late Start Planning days, as determined by the calendar committee and approved by the Board, as additional prep/planning periods. The duration of the Late Start Planning period is the same as that of the Late Start PLC period. Teachers are expected to be at school 15 minutes before the start of a Late Start Planning period, just as they are for a Late Start PLC period. Late Start Planning periods are not to be used for other scheduled meetings.
- **3.01.4** All teachers, except those accepting overload assignments, will have a class schedule including 5 full hour assignments and one advisory/intervention/enrichment assignment.

- **3.01.5** All teachers who participate in the advisory/intervention/enrichment program will receive an annual stipend, as set forth in section 10.04.
- **3.01.6** The administration may assign a teacher to more than one campus. If it is necessary to travel on a daily basis to two campuses, the teacher will either be assigned five (5) teaching periods, an advisory/intervention/enrichment period and travel as an overload, or four (4) periods, an advisory/intervention/enrichment period and travel time that is not an overload, at the discretion of the administration. The administration will advise the teacher before the assignment is finalized in order to obtain the teacher's scheduling, preference; however, the principals will make the final decision based on staffing needs.
- **3.01.7** Teachers will be assigned to an advisory/intervention/enrichment period of not less than 31 minutes that will meet no more than four days per week. This period will not extend the school day beyond the normal scope of seven hours. The purpose of advisory/intervention/enrichment time is to provide opportunity for Students to build and maintain a relationship with at least one adult in the school and for:
- **a.** Students to build and maintain appropriate relationships with other students.
- **b.** Social Emotional Curriculum
- c. Digital Citizenship Curriculum
- d. College and Guidance Curriculum
- e. Career Readiness
- f. School Discipline and Expectations
- **q.** Interventions
- h. Enrichment
- **3.01.8** Advisories will be made up of 25 or fewer students if there is one advisor assigned to the class, and no more than 32 students if there are two advisors assigned to the class.
- **3.01.9** The following staff will not be assigned to an advisory class: psychologists, social workers, speech pathologists, media specialists and guidance counselors; however their expertise will be utilized during advisory time to support the goals and curriculum of the advisory program. Psychologists, social workers, media specialists and guidance counselors will be available to students during intervention time. Every effort will be made to assign special education teachers to advisory containing students on their caseload.
- **3.01.10** To facilitate the evaluation of the advisory/intervention/enrichment program, the program will be reviewed on a quarterly basis by a building based team from each school that consists minimally of seven (7) teacher representatives appointed by the Association, one from each division, and seven (7) administrative representatives. The agenda for these meetings will be developed in each building jointly between the Principal (or their representative) and the Association Building Chair (or their representative). The review committee will use data to document the progress of the advisory/intervention/enrichment program and will jointly create an evaluation document containing their findings, perspectives, and recommendations. This document will be delivered to the Superintendent and Teachers' Association President, who will use the information provided to monitor the program and initiate necessary modifications. Advisory Review documents will be due to the Superintendent no later than the third Wednesday of October, December, March and May. Advisory Review documents will be shared with the Board of Education.
- **3.01.11** The planning period of the day shall be used by the classroom teachers for

individual planning, preparation and/or other professional activities related to the school program and shall not be subject to regular assignment. This does not preclude a reasonable break. It is understood that licensed staff who are not classroom teachers need time for planning. This time shall be equivalent to a regular classroom teacher's planning period.

- **3.01.12** There shall be a satisfactory method to account for those teachers who fail to arrive on time in the morning.
- **3.01.13** Whenever possible, the administration will assign a teacher to teach in one classroom during the course of the school day. For teachers not so assigned, where practicable, the administration will attempt to assign them to teach in a minimum number of classrooms during the course of the school day.
- **3.01.14** Assignments to zero hour classes shall be voluntary; however, when there are insufficient volunteers, or when the class requires a teacher's proven ability which the volunteer does not have, the administration shall fill the assignment as it would any other teaching assignment. The teacher's day shall be as provided for in Section **3.01**.
- **3.01.15** Teachers shall assist in the supervision of hallways whenever possible during passing periods. The primary purpose of this supervision is to better eliminate the risk of harm to students and others. Teachers shall intervene in addressing behaviors that are not dangerous and report any observed dangerous conditions or behaviors to the administration.
- **3.01.16** The School Board may schedule, on an annual basis, as many as three evening events for the purpose of parent and teacher communications. The District 230 administration will consult with the Teachers' Association regarding the respective format(s) for these events. One parent-teacher conference day will be scheduled each semester. Teachers are also expected to attend Back-To-School Night in the fall. For these events, teachers will be compensated in the form of two shortened days.
- **3.01.17** Partial assignment and job share teachers should consult with the building administrative team concerning peculiarities in the teacher's schedule and workday in order to come to a mutually satisfactory solution to those peculiarities.
- **3.01.18** Traveling teachers should consult with the building administrative team concerning peculiarities in the teacher's schedule and work day in order to come to a mutually satisfactory solution to those peculiarities.
- **3.01.19** If a teacher's workday covers zero through seventh hour, and the teacher is required to attend a mandatory meeting after eighth hour, then the teacher will be compensated for 8th hour at the current internal substitute rate whether the teacher substitutes or not.
- **3.01.20** With prior administrative approval, each teacher may offer extended school day during the evening hours after 6:00 p.m. up to four times monthly during each semester of the school year.

- **a.** Each session is two hours in length. The sessions are to be scheduled so that they are not in conflict with one another so that each student is afforded the opportunity for extra help for each subject area.
- b. The teacher or team of teachers may decide to offer two or more extra help sessions 2 weeks before the date of the first final exam to accommodate those students needing extra help before the exams to achieve mastery in a given subject area.

If the scheduled session is affected by an emergency closing of school, then the teacher will reschedule a session for the students. These extra help sessions shall be scheduled after the regular student day. The teachers are paid at the current substitute rate per hour for each session.

3.02 CLASS SIZE

3.02.1 Teaching is the essential act in education and a reasonable pupil-teacher ratio is essential if maximum results or benefits are to accrue to the student. In the interest of the best educational opportunities for students, desirable maximum class enrollments should be:

Multi-level required classes: US					
History, Government, Health,					
Consumer Economics	28				
Extended classes*	28				
Basic classes	23				
Honors classes/AP	32				
Applied Technology, Family and	26 Limited to number of				
Consumer Sciences, Computer	workstations or number of				
Lab classes, Laboratory	lab stations, whichever is				
classes, Art	less				
Academic classes	30				
Physical Education	40				
Study Hall	See language in b and c				
	below				
Counselors	Relatively equal numbers				
	for all counselors to a				
	maximum of 295 students				

^{*}Beginning in 2017-2018 school year

- a. Full-time counselors will not teach in the classroom. One new counselor in each school may be designated as a "flex counselor". By "flex counselor" is meant that the individual may be assigned to a teaching department as well as the guidance department, as decided by the building administration, on an annual basis. However, in order to maintain continuity in counseling services, the assignment to the counselor portion of the position has priority.
- b. All ½ period study halls will be subject to the following provision: Study halls will be limited to a maximum of 35 students, provided, however, that in those rooms where physical limitations of a room do not permit the location of 35 seats, then the study halls will be limited to the number of seats which can be reasonably

- placed in the room. These limitations will not be in effect during the first four weeks of each semester.
- **c.** When full period study hall average daily attendance exceeds 50 students, the study hall will either be divided, or an additional supervisor will be assigned.
- **3.02.2** It is the goal of the Board and the Association that overloads will not exist. However, when an overload occurs, every effort will be made to correct it within 10 school days of the day it occurs. If at the conclusion of the 10 days the overload still exists, the teacher will be contacted by the building administration, who will explain to the teacher why the overload cannot be resolved. If the teacher accepts the explanation, he/she may sign-off on an appropriate form, a copy of which will be filed with the building representative. If the teacher does not accept the explanation, the building administration will meet with the teacher and an Association representative in an effort to resolve the problem. The Association and the Board agree that in a limited number of situations an individual student's schedule may necessitate an overload.
- **3.02.3** The possibility of establishing overload teaching sections or the utilization of part-time teachers should not be overlooked in solving this problem.
- **3.02.4** It shall be a desirable goal of the Board to hold a course when at least 15 students, or a number equal to 75% of the course's available work stations, whichever is less, enroll in that course. It is recognized that this goal may not be met when enrollment exceeds classroom space, when there are already a sufficient number of classes, or when there are sufficient economic or educational reasons.
- **3.02.5** Testing centers shall be established at each building.

3.03 TEACHER ASSIGNMENTS

- **3.03.1** The administration shall notify each teacher, in writing, of his/her tentative schedule for the coming year prior to the last full week of school. The master schedule shall be available to teachers one week prior to the start of the school year. The administration shall make the tentative schedule available to teachers before it is made available to students.
- **3.03.2** Notification shall include subjects to be taught, number of assigned periods and, where possible, co-curricular activity assignments. The administration may modify or change the schedule after notification, when change may be necessitated by staffing, enrollment or other changes in the conditions, which existed at the time of notification. The teacher shall be notified of such modification or change. If a teacher objects to the change, the teacher may consult with the administration concerning the anticipated change. Agreement on the part of the teacher regarding any schedule change is not mandatory, but highly desirable. Teachers shall be notified of the students then assigned to them on the Institute Day preceding the start of the school year and the final day of first semester. Upon request, the Association shall be given access to information with regard to scheduling and class size, within two days of such request. When possible, leveling changes shall be made during the first two weeks of the semester.
- **3.03.3** No teacher shall be required to accept an extra pay or unpaid assignment against his/her wishes, except in situations where all teachers who are qualified, in the opinion of the building principal, for this position have refused the extra pay or unpaid assignment in

which instance the building principal may assign a teacher to the extra pay or unpaid assignment for a period of time not to exceed one school year. If it becomes necessary to assign a teacher to an extra pay or unpaid assignment, the assigned teacher will not be subject to another involuntary re-assignment until all teachers who are qualified for this position have been treated in a like manner. When such an incident arises, the principal will make every reasonable effort to convene all qualified teachers and seek volunteers from this group. If there are no qualified volunteers from this group in the opinion of the principal, he/she will assign a teacher.

- **3.03.4** When possible, a teacher's assignment shall include no more than two preparations, provided, however, this shall not be deemed to deny a teacher the opportunity to teach more than two preparations, if the teacher so desires. When a teacher requests more than three preparations, such an assignment should not cause other teachers to unwillingly be assigned more than three preparations. A preparation consists of either a single ability level or a single subject area.
- **3.03.5** Every effort should be made to assign a teacher subjects he/she is legally qualified to teach. No teacher will be required to teach in a subject area in which he/she is not legally qualified.
- **3.03.6** Students with special needs will be designated as such on a class roster. It is the case manager's responsibility to provide teachers with the student's accommodation information in a timely manner. The case manager will consult with teachers in meeting the needs of special needs students.
- **3.03.7** The administration will make an effort to see that students who fail a class will not be assigned to the same teacher the following semester unless the administration determines such assignment is unavoidable.
- **3.03.8** The Athletic Trainer receives eighth hour as his/her preparation period per his or her request. The lead teacher, activities coordinator and sports coordinator assignments are made by the Board in its sole discretion but unlike teaching assignments are accepted on a voluntary basis.

3.04 OVERLOAD ASSIGNMENTS

- **3.04.1** An overload will be defined as any regular responsibility in excess to those responsibilities set forth in Section **3.01.3**. Reimbursement will be specified in the pay schedule. (In the event of a 4-6 split, during any semester, overload pay will be paid for the semester when a teacher has 6 classes. In this case, the overload shall be 4.25% of Step 1 of the Bachelor's Degree lane of the salary schedule.) It is the responsibility of the building principal to find a suitable professional task for the teacher during the semester when the teacher has 4 classes.
- **3.04.2** Overload assignments shall be offered first to members of the department presently teaching the course that are available during that period.

3.05 MISCELLANEOUS ASSIGNMENTS

3.05.1 Assignments to study halls shall be made by the building principal. A full hour study hall shall be equivalent to one class assignment. Paraprofessionals may be assigned to

supervise study halls to the extent permitted by law. This provision will not be utilized to effect a reduction-in-force of teachers. The teachers will have the right of first priority for study hall assignments in departments in which reduction-in-force would otherwise be implemented.

- **3.05.2** The Board may employ paraprofessionals to supervise the cafeteria, homerooms and similar $\frac{1}{2}$ hour supervision assignments to the extent permitted by law. This provision will not be utilized to effect a reduction-in-force of teachers.
- **3.05.3** A teacher shall not be assigned to search for suspected explosive or dangerous devices except when evacuating students from his/her room(s). Any sighting or observation of objects not normally found in his/her room(s) shall be reported to the proper authorities.
- **3.05.4** After a teacher has taught for 5 years in the District, it is highly desirable to obtain the permission of the teacher before the teacher is transferred to another school. The Board may transfer a teacher to another school without his or her permission only for just cause. When involuntary transfer is required, the Board shall consider as one factor the availability of volunteers in addition to other factors which are required to be considered under section 24-1.5 of The School Code (i.e., certifications, qualifications, merit and ability, including performance evaluations and relevant experience). It is understood that when the alternative to being transferred to another school is termination of employment due to a reduction in staff, the employment of the teacher who refuses such transfer will be terminated. A teacher who is involuntarily transferred shall have first priority to fill any available co-curricular assignments for which he/she is qualified, if he/she loses pay as a result of such transfer.
- **3.05.5** Teachers wishing to transfer to another building must request such a transfer in writing no later than February 1 of the year preceding the desired transfer by sending a letter of request to the teacher's current principal, the receiving principal and the Assistant Superintendent/HR.
- **3.05.6** When a teacher is denied transfer to another school in the District by the transferor principal, that teacher will be given preference in filling future vacancies for which the teacher is qualified, provided the transferee principal agrees to the transfer request.
- **3.05.7** Where the Board wants to exercise a reassignment of counselors and media specialists to classrooms, the Administration, Association, and the teacher(s) involved shall meet on a case-by-case basis in order to reach a mutually acceptable resolution.
- **3.05.8** Special Education teachers, counselors, nurses, media specialists, lead teachers mentor coordinators, activities coordinators, sports coordinators, service learning coordinators, speech pathologists, social workers, psychologists, wellness coordinators and work coordinators shall not be assigned a supervision, nor shall they be permitted to voluntarily perform any additional pay duties during the thirty (30) minutes of planning time provided due to not being assigned a supervision. They may voluntarily perform paid additional duties during their planning period time or during their lunch period.

3.05.9 Homebound Instruction

a. Teachers who travel to meet a homebound student for instruction will be paid at the current rate as listed in section 10.04 of this agreement, plus mileage.

- b. Teachers who provide instruction to a homebound student through technology outside of their regular school hours will be paid at the current rate of instruction as listed in Section 10.04 of this agreement.
- **c.** Instruction through technology could include, but is not limited to: E2020, Skype, Canvas, distance learning, virtual classroom, e-learning and/or online courses.

3.06 FACULTY MEETINGS AND INSTITUTES

- **3.06.1** General building faculty meetings will be called at the discretion of the principal. Said meetings may be either before or after school hours and the hour will be determined after consultation with the executive or divisional councils of the Association. Department or cocurricular meetings will not be held during the last two weeks of the semester, except in an emergency.
- **3.06.2** For planning purposes, except in cases of emergency, it is expected that the teaching staff will receive no less than 48 hours prior notice of scheduled meetings, either District or building.
- **3.06.3** A six-teacher District committee shall be established to develop institute programs and in-service workshop days. The members of this committee shall receive released time on an as-needed basis with the approval of the building principal.
- **3.06.4** Time will be granted to the Association on each Institute Day for Association meetings, before or after the administration's scheduled purpose of the Institute Day is served, at the Association's option.
- **3.06.5** New Teacher Orientation Program: The philosophy of this Program is to provide the necessary orientation information for a new teacher in District 230. New teachers who are required by the District to attend the Program shall be compensated in the amount of one hundred dollars (\$100) for each full day of attendance. Compensation for less than a full day shall be prorated accordingly.
 - a. A Joint Advisory Committee ("Committee") comprised of no more than three (3) Association representatives and no more than three (3) District representatives shall be formed. The Committee shall make timely recommendations to the District regarding the New Teacher Orientation Program. Following each program, the Committee shall complete an evaluation of the Program.

3.07 SUBSTITUTE TEACHERS

- **3.07.1** It is the responsibility of the regular teacher to report his/her absence before the start of his/her first assigned duty, as defined in Section **3.01.1**, to the designated personnel of the school to which he/she is assigned for his/her teaching assignment of the day, but no later than one hour before the start of his/her first assigned duty, except for circumstances beyond the teacher's control.
- **3.07.2** It will be the policy of the District to utilize the services of outside substitutes for substitute teaching. The District will also utilize the services of those teachers who have volunteered for substitute teaching. When this volunteer list is exhausted, non-volunteer

teachers will be assigned substitute teaching, with reasonable effort made to see that the non-volunteer substitute teaching assignments are allocated on as equal a distribution as possible.

- **3.07.3** A teacher who will miss his/her class assignments for an extended period due to professional travel, illness, etc., will have his/her assignments covered by a substitute teacher hired from outside the regular teaching staff, if possible.
- **3.07.4** A teacher will not receive double compensation for substituting in 2 classes simultaneously. A teacher will not be required to substitute in 2 classes simultaneously if other substitute teachers are available.
- **3.07.5** Any substitute teacher hired from outside the regular teaching staff to replace an absent teacher for 25 or more consecutive days when teachers are required to be present shall be paid according to the salary schedule on a per diem basis, retroactive to the start of the replacement period, and paid on the first step of their highest degree.

3.08 DEPARTMENTAL INFORMATION

- **3.08.1** A written notice and agenda of department/division meetings will be provided to each member of the department a reasonable time prior to the meeting. Minutes will be distributed to each department member within one week of the meeting. Department or co-curricular meetings will not be held during the last week of the quarter or the last two weeks of the semester, except in an emergency.
- **3.08.2** Departmental budget information shall be made available to any member of the department upon request. Budget requests which have been denied will be made available to the department members by the division chairperson.
- **3.08.3** A teacher initially may give his/her scheduling preference(s). All tentative and final schedules shall be posted in the department office. The division chairperson will give verbal rationale to the individual teacher regarding his/her schedule.
- **3.08.4** When the Board determines in its judgment that additional personnel are necessary, it shall provide such additional personnel to assist classroom teachers.

3.09 REIMBURSABLE MILEAGE

Teachers will be reimbursed at the current IRS standard mileage allowance in effect at the time the teacher uses his/her car on approved school business. A teacher who expects to be reimbursed for the use of his/her car should file a request entitled "REQUEST FOR MILEAGE" with the principal or his designee prior to the date of the proposed trip.

3.10 SECRETARIAL ASSISTANCE

One full-time secretary shall be provided at each school to assist classroom teachers in meeting their professional responsibilities. One secretary shall be available at each school to provide duplicating assistance for classroom teachers. At least one lab assistant shall be provided at each school to assist the Science Department. One paid student lab assistant shall be provided at each school to assist the Family and Consumer Sciences Department in food purchasing and preparation.

3.11 TEST SCHEDULES

The administration shall confer with the Association when developing end-of-semester test schedules in an effort to arrive at test schedules mutually agreeable to the parties.

3.12 POLICIES DISTRIBUTION

Copies of all policies affecting a teacher's responsibility shall be made available to the teachers electronically. Copies of all general Board policies shall be available in the media center, the principal's office and the central administration office. Teacher input shall be provided in the preparation of all policy handbooks.

3.13 COURSE OF STUDY

Each department shall collaborate to develop, review, and revise departmental scope and sequence charts, course descriptions, and curriculum guides that reflect essential learning incorporating aligned instructional and assessment practices.

3.14 RESIDENCES

The Board recognizes that in order for a teacher to do his/her job effectively, it is necessary to have a part of his/her residence set aside for the purpose of preparation, grading papers, storage of materials and other functions related to the practice of his/her profession.

3.15 STAFF CUTBACKS (REDUCTION IN FORCE)

- **3.15.1** The Board and the Association agree that the parties shall follow the law governing reduction in force, as may be amended from time to time.
- **3.15.2** The parties agree to form and conduct a joint committee regarding "Sequence of Honorable Dismissal" to the extent required by law governing reduction in force, as that law may be amended from time to time.
- **3.15.3** In the event of recall, the teacher(s) eligible for recall shall be notified of such recall by certified mail at their last known address on file with the District. The teacher(s) shall have ten (10) days from the date of receipt of notification to inform the District of whether he/she accepts or declines the position. Failure to respond within the specified time limit shall constitute waiver of right of recall and shall no longer entitle the teacher to reemployment. Likewise, if a teacher declines an offer of recall for any teaching position that equals or exceeds the hours of employment held prior to the reduction in force, such denial shall constitute waiver of right of recall and shall no longer entitle the teacher to reemployment. However, if a teacher declines an offer of recall for a teaching position that is less than the hours of employment held prior to reduction in force, the teacher shall be permitted to continue on the recall list until he/she accepts a position with the District or until his/her recall rights otherwise expire, whichever occurs first.
- **3.15.4** Length of continuous service with the School District will be measured on the basis of actual, uninterrupted service in the District from the date of employment. Length of continuous service will not be interrupted by approved leaves of absence, but the duration of the approved leave of absence will not be included in the total years of seniority.

3.16 ALTERNATIVE EDUCATION

The District shall provide alternative programs for students whose needs are not met in the regular school program.

3.17 SAFETY GLASSES

The Board shall provide (non-prescription) safety glasses where needed.

3.18 CAPS AND GOWNS

The Board shall pay the cost of caps and gowns worn by the teachers at graduation.

3.19 DAMAGE TO PERSONAL PROPERTY

A teacher shall be reimbursed for malicious damage to personal property pursuant to Board policies which may be established by the Board.

3.20 TEACHER PROTECTION

- **3.20.1** Any case of assault and/or battery by a student upon a teacher while in the course of his/her duties must be reported promptly by the teacher to his/her Division Chairperson or immediate supervisor, who will advise the Building Principal, who will report the assault and/or battery to the Superintendent as the Board's designee.
- **3.20.2** An administrator designated by the Superintendent shall be available to accompany the teacher who has filed charges, if he/she so requests, for court appearances held in connection with any such incident.
- **3.20.3** In the event of student violence and when the teacher has exercised reasonable care and caution, the Board will reimburse a teacher, upon the submission of documentation deemed appropriate by the administration, for loss or damage to clothing or personal effects incurred while in the course of his/her duties and on school premises in an amount not to exceed four hundred and fifty (\$450.00) dollars. Any claim submitted under this section must be at least for ten (\$10.00) dollars.
- **3.20.4** Deductions in the salary of a teacher shall not be made in connection with court appearances or time required in consultation with the prosecuting criminal authority in connection with cases involving an assault upon a teacher.
- **3.20.5** The Board shall provide indemnification and protection in compliance with Section 10-20.20 of the School Code.
- **3.20.6** Nothing contained in this Section shall be construed to require the Board to furnish counsel for defense of any teacher in any criminal proceeding.
- **3.20.7** The Board shall develop and implement a policy regarding blood borne pathogens, including in-service or training for staff as to the proper handling of such materials.

3.21 SUMMER SCHOOL TEACHERS AND GUIDANCE COUNSELORS

- **3.21.1** The following guidelines shall be used in selecting a summer school teaching staff in the District. A summer school teacher shall be licensed and shall meet the qualifications of the State Office of Education for the classes he/she elects to teach.
- **3.21.2.** A teacher desiring to teach in the summer school program shall submit the Summer School Assignment Request Form to the Assistant Superintendent of Human Resources. Request forms received prior to the close of school on the last school day in February shall be considered as filed on that date, and considered first; all request forms filed thereafter will be considered.
- **3.21.3** The Board reserves the right to exclude a teacher as part of a remediation plan. In selecting summer school teachers from the applicants, the first priority shall be granted to teachers who have filed request forms by the February deadline in the following order:
- a. Previous years (including summers) teaching the course in District
- **b.** Teacher who has most recently taught the course in District
- c. District wide seniority
- **3.21.4** The School District will notify in writing the teachers who shall be employed for summer school, the class and the building they shall teach within 10 school days of the closing of summer school registration or within 10 school days of the closing of the regular school year, whichever comes first.
- **3.21.5** The size of summer school classes shall be set using the standards in Section **3.02.1** of this contract.
- **3.21.6** Only after it has been determined that no remaining bargaining unit members exist who have had an opportunity to select summer school work opportunities will the District offer the work to non-bargaining unit employees.
- **3.21.7** The Assistant Superintendent for Instructional Services or his or her designee will create a daily summer school schedule. The schedule will consist of a four day week; each day will include two ten-minute breaks and supervision. It is understood that not every teacher will receive two ten-minute breaks every day because of periodic supervision assignments. This schedule will be made available to summer school teachers no later than the first day of summer school classes.
- **3.21.8** Summer school teachers will be provided with an informational letter to verify their service in summer school.
- **3.21.9** Summer Work for Guidance Counselors: For the duration of this agreement, counselors will receive not less than 10 summer work days. Each counselor will develop and submit to their Division Chair an individual summer work plan. Collaboratively, the Counselor and the Division Chair will review the plan and determine if additional duties are necessary. Each plan will be reviewed on an annual basis.
- **3.21.10** Summer Work for Nurses: For the duration of this agreement, school nurses will receive not less than fifty (50) summer work hours. Each nurse will develop and submit to

their Head Dean an individual summer work plan. Collaboratively, the Nurse and the Head Dean will review the plan and determine if additional duties are necessary. Each plan will be reviewed on an annual basis.

3.21.11 Summer Work for Special Education Teachers: For the duration of this agreement, special education teachers will receive not less than three (3) summer work days of five (5) hours per day. Each Special Education Teacher will develop and submit to their Division Chair an individual summer work plan for the primary purpose of preparing individual education plans and any information necessary to ensure a smooth transition into the new school year. Collaboratively the Special Education Teacher and the Division Chair will review the plan and determine if additional duties are necessary. Each plan will be reviewed on an annual basis. Barring unforeseen circumstances, all initial paperwork will be complete and communicated to teachers no later than two (2) work days after the student schedule change deadline. Pay shall be hourly in accordance with Section 10.04.

3.22 MENTOR PROGRAM

- **3.22.1** The mentor program shall provide tenured teachers the opportunity to guide first year District 230 employees. This program shall provide teachers newly employed by District 230 with necessary daily routine procedures, subject matter preparation and materials, department procedures, district/board policies, evaluation procedures, discipline procedures, professional behavior and such other topics as the District with input from the Association, deems appropriate.
- **3.22.2** Only tenured teachers shall be eligible to be Mentors or Mentor Coordinators. Staff participation in this program as Mentor or Mentor Coordinator shall be voluntary. Mentors or Coordinators shall not be considered evaluators for the purposes of the protégé formal evaluation. Protégé participants shall be defined as a teacher's first year of employment into District 230. Teachers new to the teaching profession shall be required to participate. Experienced teachers new to District 230 shall participate at either: 1) the request of the District or 2) the request of the teacher.
- **3.22.3** The Mentor Coordinators stipend shall be an annual sum of \$1000. The Mentor's annual stipend shall be \$500 per protégé. Mentors and Coordinators shall participate in the District Summer Mentor in-service program. This programs activities will consist of two one-half days of four hours each. Mentors and Coordinators shall be paid an hourly curricular summer school rate per contract for the summer in-service program. The District shall pay the summer stipends in the "extra pay period" in December.
- **3.22.4** Mentors shall be released on an occasional basis for mentoring activities, such as classroom observation, preparation for protégé evaluation and significant meeting related to mentoring, subject to pre-approval by the building principal. Protégé release time shall not generally be required, but may be granted by the building principal.
- **3.22.5** Credit for Mentor Coordinator and Mentor Activities are governed by the law pursuant to the Illinois Teacher License Renewal Process. Mentoring activities shall be eligible for PD Hours within the requirements of the Illinois Teacher License Renewal Process.
- **3.22.6** There shall be a District Mentoring Committee composed of three (3) teacher/mentor coordinators, three (3) administrators, the Assistant Superintendent for Human Resources

and the Association President, or designee. They shall meet annually or as necessary to manage the mentor program.

3.23 PARTIAL ASSIGNMENT

- **3.23.1** The Association and the Board recognize that the educational needs of the school are best met through the employment of full-time career teachers for all teaching positions, wherever possible.
- **3.23.2** A partial assignment teacher will be used only when a qualified career teacher cannot be found or to relieve overloading of class assignments and/or class size.
- **3.23.3** Any teacher assuming a partial assignment will be paid at the first step and education level on the salary schedule and the proportion equal to that partial assignment according to the matrix below. In the event that the non-tenured partial assignment teacher is rehired the following year, no step salary advancement will occur unless the teacher has served in the District prior to the partial assignment on a full-time basis for at least one full semester.
- **3.23.4** See Section **3.15.4** for seniority credit and Section **11.11** for fringe benefits for partial assignment teachers to be provided on a prorated basis.
- **3.23.5** The partial assignment teacher has a daily time commitment to the building that is proportional to the full-time teacher's commitment of seven hours. The time commitment is described in the matrix in Section **3.23.7**.
- **3.23.6** The partial assignment teacher must arrive at least 15 minutes before the start of his/her first assignment and stay for a few minutes after his/her last class. If the last class is 8th hour, the teacher must remain until the buses leave.
- **3.23.7** The teacher's total daily time commitment, including the time before the teacher's first assignment begins and time after the last assignment concludes, is described in the matrix below. Note: additional time requirements in sections A and B below.

Classes	Schedule	Class min	Prep min	Voluntary Paid Supervision Or additional Prep minutes	FTE	Total Time Daily	Sick Hours Semester	Sick Hours Year	% Pay
1	1 class, 1 prep	60	60	30	0.1	150 m	16.25	32.5	0.35
2	2 classes, 1 prep	120	60	30	0.2	210 m	22.75	45.5	0.5
3	3 classes, 1 prep	180	60	30	0.3	270 m	29.25	58.5	0.64

4	4 classes, 1 prep	240	60	30	0.4	330 m	35.75	71.5	0.78
4	4 classes, 1 prep, 1 advisory, intervention or enrichment	279	60	30	0.4	369	41.86	83.72	0.855

- **a.** Other time commitments shall include:
 - Back-to-School Night---proportional to the FTE;
 - Parent/Teacher Conferences---proportional to the FTE;
 - State mandated testing days---proportional to the FTE;
 - Semester final exams---exams given and quality time each day;
 - The duration of Teacher Institute or In-Service days.
- b. In addition, partial assignment teachers will be expected from time to time to attend meetings and staffing that are held before or after their regularly scheduled work hours, as part of their obligation. Attendance for these obligatory events will not qualify for additional compensation.
- **3.23.8** Paid sick leave and personal leave are granted to teachers with partial assignments on a pro-rated basis according to the matrix in Section **3.23.7**.
- **3.23.9** Teaching credit for probationary service: For purposes of determining contractual continued service ("tenure"), a school term shall be counted only toward the attainment of contractual continued service if the teacher actually teaches or is otherwise present and participating in the District'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 in the District. A school term that is not counted toward the 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 education program in the following school term. The parties recognize that teaching credit for probationary service and the requirements for acquisition of tenure are governed by State law. Therefore, this provision shall be construed in accordance with State law, including any amendments to State law which may occur from time to time.
- **3.23.10** A teacher will earn tenure in accordance with, "the applicable provisions of the School Code".
- **3.23.11** Part-time service that preceded the attainment of tenure will be counted for seniority purposes on a pro-rata basis.

ARTICLE IV JOB SHARE

4.01 JOB SHARE

4.01.1 This job-sharing program is designed to encourage the continuation of services to the students of Consolidated High School District 230 and to our community, while at the same time allowing the employees of District 230 to pursue professional and/or personal goals. The granting or denying of job share proposals, the content of the job share plan and the right to discontinue a job share at any time shall be within the sole discretion of the School Board.

4.01.2 Job sharing as defined in this section is a voluntary program providing two tenured teachers the opportunity to share one full-time teaching position. Job sharing is considered a leave, and as such, tenured teachers who would elect to participate in this position shall submit a Job Share Request Form to the Superintendent or designee on/or prior to February 1st immediately preceding the school year for which the leave is requested. The Board shall notify the applicants for a job sharing leave of the disposition of the request no later than March 31st prior to the year in which job sharing is to occur, unless all parties agree to an extension.

4.02 DAILY TIME COMMITMENT

The daily time commitment of a job share teacher will be based on a number of factors, including, but not limited to, number of classes taught, number of passing periods, supervision duty, advisory/intervention/enrichment and preparation periods. The job share teacher responsible for advisory/intervention/enrichment will receive the one semester release from supervision, beginning with the 2014-15 school year. The daily time commitment shall be determined by the Associate Principal of each school within the District, who shall provide each job share teacher with this information. Section 3.23.7 of this agreement does not apply to Job Share Teachers.

- a. Job sharing teachers shall work the same number of days as a full-time teacher.
- b. They should arrive at least 15 minutes before the start of their first assignment and stay for a few minutes after their last class, or if their last class is 8th hour until the buses leave.
- c. Each teacher should include a preparation time of one-half (1/2) period in his/her plan.
- d. Other time commitments should include:
 - Back-to-School Night—must meet with each scheduled class:
 - Parent Teacher Conferences—four hours each;
 - State Mandated Testing Days—four hours each;
 - Semester final exams—all exams each day;
 - The duration of Teacher Institute and In-Service Days.

4.02.1 Salaries shall be paid in accordance with the applicable salary schedule and shall be prorated according to the time worked. The two partners in a job sharing position shall be counted as one full-time teacher with respect to salary and benefits. Salaries are calculated as indicated below:

ASSIGNMENT	% SALARY				
Four Classes	.8181				
Four Classes, Advisory	.8181 + See Sec. 10.04				
Three Classes	.6363				
Three Classes, Advisory	.6363 + See Sec. 10.04				
Two Classes	.4545				
Two Classes, Advisory	.4545 + See Sec. 10.04				
One Class	.2727				
One Class, Advisory	.2727 + See Sec. 10.04				

Benefits are offered as indicated below:

- **a.** Participants will advance on the salary schedule upon completion of two years in job share situation. Such years need not be consecutive.
- **b.** Contributions to the Teacher Retirement System will be proportionate to the time worked and the salary earned.
- c. Both teachers will decide on health, dental and vision insurance benefits allocations. If the two teachers are unable to decide on an alternative apportioning of benefits, then each teacher may elect health, dental, and vision insurance, with board contributions to the premiums to be made on a pro-rated basis. The cost for the District shall not exceed the cost of providing one family PPO, one family dental and one family vision plan or any insurance alternative that may be available in Article XI (Fringe Benefits).
- **d.** During the period of time spent in a job sharing position, the seniority credit of the teachers will accrue in proportion to the time worked.
- e. Participants in job sharing positions shall be considered on an unpaid leave of absence for those portions of the school/work hours and/or days that they are not working. Therefore, tenured rights for participants in job sharing positions shall be maintained.
- **4.02.2** The length of a job sharing shall be for one school year or as otherwise approved by the Board, and may be renewed by the Board, provided that the request to renew is made on or prior to February 1st immediately preceding the school year for which the leave is requested.
- **4.02.3** Upon return from a Job Share assignment, teachers may be reassigned to any building based on staffing needs. Notification regarding return from leave is listed in Sections **6.08.3** and **6.08.4**.
- **4.02.4** Timelines specified herein may be modified on a case-by-case basis with the consent of the District, Association and affected employees.
- 4.02.5 Employees who elect not to take District health insurance during this leave of

absence will be allowed to re-enroll in the District's insurance program upon return from said leave. Job Share is considered a qualifying event for the purposes of insurance enrollment. For information on insurance benefits upon return from job share, see Section **11.06**.

ARTICLE V TEACHER PROFESSIONAL RECORD FILE

- **5.01** The official file for every teacher shall be kept in the district personnel office.
- **5.02** Upon request, under normal conditions, teachers will have access to their files within one school day.
- **5.03** Every teacher will have the right to:
 - **5.03.1** Add material pertaining to matters relevant to teacher's service or qualifications.
 - **5.03.2** Comment, in writing, on material placed in the file by other persons.
 - **5.03.3** Reproduce material in his/her official file. The District will provide this at no cost within 7 days of request.
 - **5.03.4** Designate material to be sealed, assuming seven years have passed since the material was inserted into the file. Sealed material may be opened with notification of and authorization by the teacher, or by the Board in cases where termination is being considered. This provision applies to any copies of sealed material.
- 5.04 All material to be placed in a teacher's file will be placed in the teacher's official file only after the teacher has had prior opportunity to read the material (placement office credentials and other confidential material excepted). The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely indicates that he/she has read the material to be filed and does not necessarily signify agreement with its content. If a teacher fails to return a signed copy for filing within 7 days after receiving the material personally, or, within 10 days after the postmarked date on the envelope used for mailing purposes, the administrator will be at liberty to place a duplicate of the material in the teacher's file; provided that when time is of the essence or the Board desires to take action concerning such material earlier than 7 days, the administrator may place a duplicate of the material in the teacher's file upon receipt of such material by the teacher. In such event, the Administrator will notify the Association in writing. No Board hearing will be held concerning said matter (1) within 3 school days of placing such material in the teacher's file, or (2) within 7 days after receiving the material personally, or (3) within 10 days after the postmarked date on the envelope used for mailing, whichever is the earliest. Attached to the duplicate placed in the teacher's file will be a copy of the letter sent to the president of the Association informing him/her of the teacher's failure to comply with this Section of the Agreement.
- 5.05 Neither a teacher's file nor any of its contents will be copied or otherwise made known to anyone without his/her permission, either during or after his/her service in the School District, provided, however, such file will be available to the Board, superintendent, deputy or assistant superintendent, principal or his/her division chairperson, or as may be required under state law or by any court having proper jurisdiction, or under a hearing agency, under

subpoena. The Board shall give the teacher the right to examine and respond to any material used by the Board to support any Board action against the teacher prior to taking such action. Where permitted by law, the Board shall exercise its right to exempt personnel file information from disclosure in response to requests made pursuant to the Illinois *Freedom of Information Act* ("FOIA") and the Illinois *Personnel Record Review Act*. If disclosure is required by law, the teacher shall be notified immediately.

- 5.06 Requests by credit agencies for a teacher's salary information must be in writing and the teacher must give his/her written permission before the information may be released. Otherwise the only information released by the administration to the requesting credit agency will be that the teacher is employed by the School District.
- **5.07** No faculty mailing list will be released without the written consent of the Association.
- **5.08** It is the teacher's responsibility to supply the Human Resources Office with up-to-date transcripts for the official file.

ARTICLE VI LEAVES

6.01 SICK LEAVE

- **6.01.1** A teacher shall be entitled to 13 days of sick leave per year. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate on an unlimited basis
- **6.01.2** Sick leave will be interpreted to mean illness, guarantine at home, serious illness, or death in the immediate family or household. "Immediate family" will be interpreted to include spouse, domestic partner, children, step-children, brother, sister, mother, father, stepparents, grandparents, corresponding in-laws, or anyone living on a permanent basis in the immediate household. Teachers may be eligible for additional leave, including but not limited to the Family and Medical Leave Act. Sick leave may also be utilized for (1) the period of time an employee or a member of the employee's immediate family or household is disabled due to pregnancy, birth or recovery there from, or (2) absences not to exceed 30 days due to the employee's adoption of a child or placement for adoption of a child under the age of 18. For purposes of this section, "adoption" and "placement for adoption" shall include those activities reasonably related and appropriate to the process or adoption or placement for adoption, including travel time where necessary. The Board of Education may require certification from a physician licensed in Illinois or from another person as designated by law as a basis for pay during leave after an absence of 3 days for personal illness or 30 days for birth or as the Board of Education may deem necessary in other cases. In addition, the Board of Education may require information substantiating the pendency of adoption proceedings as a basis for pay during leave for adoption. To substantiate pay for sick leave after an absence of 3 consecutive work days for personal illness, the Board may require a physician's certification, or as it may deem necessary in other cases.
- **6.01.3** A teacher on leave of absence shall neither be eligible for nor accumulate sick leave except as permitted under the F.M.L.A.
- **6.01.4** If a teacher suffers a loss of pay for an extended illness, the teacher shall not be responsible for grading assignments for the period of time the teacher's pay is docked.

- **6.01.5** A contribution of one sick leave day shall be made by each tenured teacher to a sick bank. Any teacher who has contributed to the bank and has exhausted his/her sick leave may submit a written request to the Board for additional sick leave to be drawn from the sick leave bank for a one-time fiscal year amount of twenty-five (25) days upon the following conditions:
- **6.01.51** Approval of the Board.
- **6.01.52** A period of three (3) working days without benefits shall intervene between the time the teacher has exhausted his/her sick leave and the commencement of the withdrawal of sick leave from the sick leave bank.
- **6.01.53** The sick leave bank will provide an eligible teacher with a maximum of 25 additional sick leave days. To cover that interim period between the teacher's exhaustion of accumulated sick leave and commencement of disability benefits provided by T.R.S. For those teachers who apply for personal illness or will provide the eligible teacher with a maximum of 25 additional sick leave days for family illness as covered under the F.M.L.A. In the event that a teacher who returns to work following receipt of T.R.S. benefits during the school year after personal illness or returns to work following receipt of sick leave benefits for family illness, shall be eligible to receive from the sick leave bank an additional 13 days of sick leave.
- **6.01.54** Withdrawals from the sick leave bank shall be available only for a teacher's prolonged and extended catastrophic illness and shall not be available for elective surgery, illness of family or household members except to the extent allowed under the F.M.L.A. (but no more than 25 additional sick leave days), and/or death of family or household members. The administration will inform the Teachers' Association president with regard to written applications to the sick leave bank by members of the bargaining unit and will confer with the Teachers' Association president regarding the administrative/ Association recommendation(s) for Board approval or disapproval before the Board takes action on such requests.
- **6.01.55** The teacher, in his/her application to the Board, shall set forth the nature of the illness, together with written verification of the illness and prognosis for recovery from a licensed physician. The Board retains the sole discretion to require a second physician's opinion with reasonable cause for doing so, subject to a mutually agreed third physician's review in the event of different opinions between the first and second physicians. The third opinion will prevail. The Board shall pay the cost for the second and third physicians' examinations. The teacher shall direct the examining physicians to forward a written report to the Board.
- **6.01.56** Except for any new member contributions, continuing teacher contributions will not be required once the sick leave bank has accumulated 600 days. However, should the number of days available in the sick leave bank fall below 325; an additional day will be deducted from each teacher's available sick leave.
- **6.01.57** Neither the Board, the administration, the Association, nor their designees shall be liable to any teacher for any action taken or not taken or any decision made or not made hereunder, except as subject to the F.M.L.A.

6.01.58 Upon request from the Teachers' Association, the administration will provide on an annual basis an audit of the usage of the sick leave bank.

6.02 BEREAVEMENT LEAVE

- **6.02.1** The purpose of bereavement leave is to provide time for planning and attending the wake and funeral of the deceased, or traveling to the funeral if it is out of state.
- **6.02.2** A maximum of three work days (five for spouse or child) will be allowed on account of death of an immediate family member. If travel time is necessary following the funeral, prior arrangements may be made with the Assistant Superintendent for Human Resources.
- **6.02.3** Bereavement leave allowed will not be counted against a teacher's sick leave accumulation.
- **6.02.4** In order for a teacher to receive bereavement leave, the funeral of the deceased must be attended.
- **6.02.5** Immediate family will be interpreted to include mother, father, step-mother, step-father, grandparents, grandchildren, aunt, uncle, niece, nephew,_brother, sister, son, daughter, stepson, stepdaughter, husband, wife, and corresponding in-laws, or anyone living on a permanent basis in the immediate household. In the case of domestic partners, all of the above relationships shall be included as though the domestic partners are married or are partners to a civil union, although neither marriage nor civil union shall be required.
- **6.02.6** If the provisions of paragraphs **6.02.1 6.02.4** above are adhered to, no teacher will suffer loss of pay as the result of using bereavement leave.
- **6.02.7** Staff who are on extended leaves of absence, such as FMLA, Parental, Educational or other leaves are not eligible for Bereavement Leave.
- **6.02.8** If an employee is a participant in the service for the death of another employee, the employee may convert one (1) sick leave day into one (1) personal day to be used to participate in the service provided the employee has exhausted all of his/her personal days at the time of the service.

6.03 PERSONAL LEAVE

6.03.1 A non-tenured teacher shall be granted one day of personal leave for each of the first two years. Personal leave days may only be used in hourly increments. After the second year, non-tenured teachers receive two days of personal leave each year. Tenured teachers receive two days of personal leave each year. Earned personal leave days will be without loss of pay, if such leave is required by an emergency or other urgent and compelling business, which cannot be transacted outside of school hours. Except in emergencies, in order to qualify, the teacher must submit a request for Personal leave via Skyward at least two school days in advance of the day the absence is necessitated. Personal leave may not be taken during the first or last five (5) days of student attendance, immediately preceding or following a holiday or vacation or on Institute Days. Any requests for an exception to these guidelines, or requests to use personal leave on consecutive school days, must be in writing to the school Principal two (2) weeks prior to the requested day. Personal leave days may be used for F.M.L.A. leave purposes, subject to F.M.L.A. statutory

leave limitations.

- **6.03.2** A staff member who does not use his/her personal leave day(s) during the school year may accumulate those days up to a maximum of four accumulated personal leave days. After the fourth day, accumulated personal leave days will be changed to sick leave days at the end of the school year, effective for the following school year.
- **6.03.3** A staff member who has exhausted all of his/her personal leave, and requires additional time for religious observance will be accommodated. After the use of this time, one additional day of religious leave may be used through the use of a sick leave day on a trade-off basis. Requests should be made in writing to the Building Principal.

6.04 FAMILY AND MEDICAL LEAVE

- **6.04.1** Eligible employees may use family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 60 work days each year, beginning July 1 and ending June 30 of the next year, and as otherwise taken in accordance with this Agreement and the District's FMLA policy.
- **6.04.2** Family and medical leave is available in one or more of the following instances:
- a. The birth and first year care of son or daughter during the 12-month period beginning on the date of birth.
- **b.** The adoption or foster placement of a child.
- **c.** The serious health condition of an employee's spouse, parent, or child.
- **d.** The employee's own serious health condition that makes the employee unable to perform the functions of his/her job.
- e. The existence of a qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is b, c or d above, with certain limitations provided by law, or when the reason for the leave is b above, and only if the adoption agency or country requires intermittent visits prior to adoption or foster placement.

- **6.04.3** Within 15 calendar days after the Superintendent or designee makes a request for certification, an employee must support a request for a family and medical leave when the reason for the leave is b, c, or d, above, with a certification completed by the employee's family member's health care provider or by documentation issued by the military, as applicable. Failure to provide the certification may result in a denial of the leave request.
- **6.04.4** If both spouses are employed by the District, they may together take only 60 work days of family and medical leave when the reason for the leave is a or b, above in **6.04.2**, or to care for a parent with a serious health condition.
- **6.04.5** To be eligible for family and medical leave, an employee must:

- Have been employed by the District for at least 12 months (the 12 months need not be consecutive); and
- **b.** Have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave, or be a full-time certified teacher.
- **6.04.6** In addition to the above purposes, any employee who qualifies for FMLA leave and who is the spouse, parent, son, daughter, or next of kin of a covered service member with a serious injury or illness, shall be entitled to an unpaid leave of absence of up to 26 work weeks during a single 12-month period to care for the service member. The Service Member Family Leave shall only be available during a single 12-month period. If spouses are employed by the District and both are eligible for FMLA leave, they may together take only a combined 26 work weeks of FMLA leave for this purpose.
- **6.04.7** Other accumulated available paid personal, or sick leave will be substituted for family and medical leave, provided however that an employee may choose to retain up to fifteen (15) days. Any substitution required by this policy will count against the employee's family and medical leave entitlement. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 60 days, or 26 work weeks where applicable, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.
- **6.04.8** If possible, employees must provide at least 30 work days' notice to the District of the date when a leave is to begin. If 30 workdays' notice is not practicable, the notice must be given within 5 business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the District aware that he or she needs a family and medical leave, and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 work days after the date the employee provides notice.
- **6.04.9** During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working.
- **6.04.10** An employee returning from a family and medical leave will be given the same or an equivalent position to his or her position before the leave, subject to the District's reassignment policies and practices. Certified teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

6.04.11 Implementation Procedures:

- a. In case of a request for intermittent/reduced schedule leave or leaves for planned medical treatment, the employee shall try to schedule such treatment so to not disrupt the District operations.
- **b.** An employee on leave may, at the District's request, be required to report every 30 days on his/her status and intention to return to work and, in the case of a medical leave, provide periodic recertification by a health care provider.
- c. When a teacher requests an intermittent or reduced leave schedule that amount to more than 20% of the total number of work days during the period over which the leave

extends, the District may require the teacher to temporarily transfer to an available certified alternative position, which better accommodates the recurring period of leave.

6.04.12 Employees have the right to exhaust all accumulated sick time, as specified in the District's Temporary Illness or Temporary Incapacity Policy (General Personnel **5:180**) as it exists upon the execution of this agreement.

6.05 PARENTAL LEAVE (adoption, birth, child care)

6.05.1 Parental leave shall be granted for the birth, adoption, or care of a child. A bargaining unit member with one or more years of full-time service shall be entitled to take parental leave. Under normal circumstances, such member shall give the District six (6) weeks' notice of his/her need for parental leave; she/he shall also state the anticipated duration of the leave. Such leaves shall be designated FMLA. The teacher shall be required to use accumulated sick time, if available, for the first part or all 60 work days of FMLA leave, provided that employees may elect to "reserve" not more than fifteen (15) days. The member shall provide the District with written reason for and expected duration of the leave (doctor's note, anticipated date of birth, placement of child for adoption, anticipated duration of care of child or any subsequent health issue of child).

After birth, adoption, or care of a child, a tenured member may request to extend the leave for a period not to exceed one additional school year, provided that the Board's grant on such request shall not be unreasonably withheld. Requests to follow FMLA leave with a parental leave must be in writing and sent to the Superintendent or his/her designee no later than six (6) weeks before the requested parental leave would begin.

6.05.2 BENEFITS

- **6.05.21** When a member is on the FMLA designated portion of the Parental Leave, the District and bargaining unit member will share the cost of maintaining the employee's health insurance costs for a period of 12 consecutive work weeks at the same level and under the same conditions that would have been provided had the member continued to work as provided in Article XI, Section, **11.01** "Fringe Benefits" of current contract. Thereafter, the member may continue participation in the District's health plan provided that the member pays the full portion of the premium. Upon return from leave, the member shall be assigned to a certified position consistent with the employee's certifications and expertise, with the same tenure (seniority) as before the leave.
- **6.05.22** A bargaining unit member shall advance on the salary schedule provided such member has been in "pay status" for at least 50% of pupil attendance days in the year in which the leave is granted.
- **6.05.23** Teachers may buy back time from T.R.S. for the parental leave, to the extent permitted by and subject to the requirements of T.R.S. The School Board shall furnish the necessary affidavit and also a copy of the School Board resolution granting the leave.
- **6.05.24** A teacher on such FMLA or parental leave shall not accept employment outside his/her home during the hours he/she otherwise would be teaching, except to be employed as a substitute for District 230, or except where the teacher is denied

his/her initial request that the maternity/parental leave of absence should end on the day prior to the beginning of a school semester. Failure of the teacher to follow the policies outlined above may result in termination of the teacher's service at the close of school the week in which it is discovered that he/she has not followed the rules and regulations governing maternity/parental leave. The granting and duration of such unpaid leave shall be within the discretion of the School Board.

6.06 EDUCATIONAL LEAVE (without compensation)

- **6.06.1** A teacher desiring to further his/her educational growth by attendance at a college or university of any suitable professional activity, approved by the Board, may be granted a one year leave without compensation upon submission of a program of professional activity covering the period for which leave is requested.
- **6.06.2** All applications for educational leave, including detailed plans, will be submitted to the teacher's division chairperson between the dates of December 1 and February 15 of the school year preceding that for which the leave is requested. The division chairperson will forward the applications and plans, together with his/her endorsement and recommendation, to the building principal who will, in turn, forward them with his/her comments to the Superintendent.
- **6.06.3** Teachers will be notified of the decision of the Board regarding their application for educational leave on or before March 16.
- **6.06.4** A teacher may make application to the Board for sabbatical leave in accordance with the Illinois School Code pursuant to Board policies. A teacher so interested shall submit his/her application for sabbatical leave between November 15 and December 15 of the school year preceding that for which the leave is requested. The Board shall Respond to said applications by January 15.

6.07 OTHER LEAVES

The Board may grant a teacher a leave of absence without pay for reasons not noted heretofore in this Agreement when it deems the leave to be of benefit to the professional and educational program of the District. The grant and duration of such leaves shall be within the discretion of the Board.

6.08 POLICIES GOVERNING LEAVES THAT ARE GRANTED FOR ONE SEMESTER OR LONGER

- **6.08.1** Any teacher with tenure in the District may make application for leave of absence Indicated in Sections **6.04**, **6.05**, **6.06**, **6.07**, **6.08** and **6.09** of this Article. A non-tenured teacher may make application for leave of absence indicated in Sections **6.04** and **6.07** of this Article.
- **6.08.2** A teacher granted leave under the provisions of Section **6.08.1** above, is subject to the following provisions:
- **6.08.3** On or before February 1 of the year during which the teacher is on leave, it shall be his/her responsibility to formally notify in writing the office of the Superintendent of his/her desire to return to the staff for the following year.

- **6.08.4** Failure of the teacher to notify the Superintendent on or before this date will be accepted as evidence that the teacher does not wish to be reinstated for the coming school term.
- **6.08.5** The leave of absence, as approved, provides that upon the teacher's return he/she shall be reinstated to the staff of the School District. The teacher's reassignment to other positions, such as coaching, etc., will depend upon conditions prevailing at the time of his/her return to the staff. (The leave of absence is approved as a teacher leave of absence from teaching duties only.)
- **6.08.6** The teacher will not be penalized as far as basic salary schedule is concerned for the leave of absence. Upon return to the staff of the District, the salary schedule in effect at that time will determine the basic salary.
- **6.08.7** Unless otherwise noted, such leave, if granted, will be without pay.
- **6.08.8** When the Board requires a medical examination, the Board will pay the cost of said examination.
- **6.08.9** Insurance: Employees who elect to discontinue their District medical insurance during an unpaid leave of absence will be allowed to re-enroll only in the District's single HMO plan, if eligible. Thereafter, the eligible employee may elect to enroll in any District plan at the next official open enrollment period. The only exception to this rule is a qualifying event such as: marriage, birth, divorce, death, loss of employment, job share, as per the District's insurance guidelines which indicate when the employee may re-enroll within the plan.

6.09 JURY DUTY

- **6.09.1** A teacher is guaranteed no loss of pay while serving on jury duty and will receive his/her regular per diem pay.
- **6.09.2** Jury duty fees are to be returned to the Assistant Superintendent for Human Resources for deposit to District funds, except those fees received on a regular day off and fees received for meals and/or mileage.
- **6.09.3** Jury fees due the District and not returned to the Assistant Superintendent within fifteen (15) calendar days after receipt of payment shall be deducted from the check of the teacher at the next regular payroll following the fifteen (15) day limitation.

6.10 PROFESSIONAL DEVELOPMENT/TRAVEL

6.10.1 We believe professional development is a function of the school improvement process district wide. Professional development should be planned in accordance with the goals of the schools and/or District. Professional development is delivered through activities such as: District-wide institute days; professional conferences; training related to pedagogy, technology or personal development; summer curriculum work and sub release time during the year for curriculum work.

- **6.10.2** When schools are closed for professional meetings, attendance is mandatory.
- **6.10.3** Every teacher is urged to be a member of and to participate actively in at least one professional organization in his/her field of specialization.
- **6.10.4** A teacher may be released from his/her teaching duties to attend regularly scheduled meetings of professional education organizations.
- **6.10.5** To be eligible for release from regular assignments and for re-imbursement for expenses to attend professional meetings, if membership is available, a teacher must be an active currently paid-up member of the organization. Professional leave will not be used to attend regional, state, or national meetings of the IEA, NEA or any comparable teacher organization.
- **6.10.6** A fund shall be provided for professional meetings and to enable a teacher to have the opportunity to visit a comparable class for the purpose of observing, evaluating and implementing new teaching techniques and ideas. Said fund will be allocated on the basis of \$470.00 for each department in each school and the remainder on a pro-rata basis at \$67.00 for each equivalent full-time teacher in each department in relation to the total number of equivalent full-time teachers to be considered in making the distribution. At the end of the school year, all professional travel request amounts which have been denied in whole or in part due to lack of funds in departmental allotments will be reevaluated. At this time unused funds in the District-wide professional travel budget will be reallocated on a proportional basis (unused funds divided by unpaid claims, but not greater than 100%) to those individuals who did not receive full reimbursement. Payments will be made by July 30 for all claims submitted by the close of the school year. From this fund, all immediate expenses relating to teacher attendance at professional meetings will be paid.

Any funds left over in a given school year will be distributed for the following year on the same pro rata basis as the original monies. The Board will adjust the department travel fund by an amount necessary to maintain said \$470.00 per department and to maintain the pro rata amount of \$67.00 per teacher. The fund shall be adjusted each year in proportion to the number of equivalent full time teachers.

6.10.7 Subject to the approval of the division chairperson and the building principal, a teacher may attend professional meetings at his/her own expense, so long as each of his/her classes is voluntarily covered by other Licensed personnel, or, each teacher will personally reimburse the School District for substitute expenses incurred.

A meeting of the IEA or any affiliate organization shall not be deemed a professional meeting within the meaning of this section.

6.10.8 Teachers who are athletic, speech and /or debate coaches will be counted as part of the Athletic Department. Athletic Department funds will be established using the same formula as in Section **6.10.6**. These funds are to be used for clinics, conferences, or seminars that provide professional development.

- **6.10.9** The department will decide the use of money allocated to it, subject to the approval of the building principal. Although no limitations will be set regarding the number of teachers attending professional meetings held on the same date(s), it is understood that the building principal will be responsible for making the final decision as to the number of teachers who can prudently be away at any time. Department travel money shall be allocated as decided by the department. In the event of a dispute over the allocation of travel money, a decision shall be reached at a department meeting with each teacher in the department having one vote.
- **6.10.10** The expenses of any teacher attending a meeting which is the result of holding an elective state or national office will be the responsibility of the Board only to the extent that the state or national organization does not provide an allocation sufficient to meet the normal expenses of attending such meeting. This reimbursement will be limited to \$1,000 per person per office held.
- **6.10.11** Registration fees may be approved provided the fees are specifically designated as such in literature announcing the meeting.
- **6.10.12** Travel allowance will be computed at actual fare or at the rate of the current IRS standard mileage allowance in effect at the time the use occurs for all round-trip mileage. When two or more teachers are driving to the same educational meeting in one car, reimbursable mileage expense will be allowed for only one person.
- **6.10.13** A teacher shall indicate to his/her division chairperson the professional organizations to which he/she belongs no later than October 15. A teacher attending such professional meetings may estimate his/her expenses and request advanced payments. When advance payment is not requested, reimbursement will be made when an itemized statement of expenditures is submitted to the principal, together with receipts for major expenses and a brief summary of the meetings. A teacher who receives advance payments of estimated expenses will also submit receipts and a summary of the meeting. When membership is not required, this Section shall not apply.
- **6.10.14** Following participation in professional conferences or training opportunities outside of District 230, staff members are expected to provide a brief in-service. A clear connection to building, department or District goals should be highlighted and pertinent material or strategies shared with staff for their consideration in their instructional practices.
- **6.10.15** In the event District 230 experiences economic hardship (i.e., tax caps) the Superintendent, upon consultation and agreement with the President of the Teachers' Association, may reduce the Professional Travel Fund Section **6.10.6** to the funding level of the previous contract year. If both the Superintendent and the President of the Teachers' Association agree that economic conditions warrant additional reductions, this will also be considered. When economic hardships, which brought about the funding freeze or reduction no longer, exist, the Professional Travel Fund will be fully funded as per Section **6.10.6**.

ARTICLE VII EVALUATION

7.01 EVALUATION

The Board and the Association have developed an evaluation plan for all teachers. The substantive criteria and procedural provisions of the plan are contained in the District's plan document. The Board and the Association shall continue to collaborate on any changes to the plan. However, the Association reserves the right to negotiate with the Board over the procedural aspects of the plan which are subject to the grievance procedures outlined in Article XIV. It is agreed that the plan shall comply with the governing law, as the law may be amended from time to time.

7.02 JOINT COMMITTEE

The Board and the Association agree that the committee shall be formed and conduct business in accordance with the law governing teacher evaluation plans, as the law may be amended from time to time.

7.03 PURPOSE

- **7.03.1** The purpose of teacher evaluation is to improve the quality and effectiveness of teacher performance.
 - a. The administration and teachers' association representatives will review the evaluation procedure annually. A committee of 7 members: 1 tenured teacher from each building, 1 administrative representative from each building and a District administrative representative, shall make up the composition of the committee. This committee shall meet a minimum of twice during the school year, at least once each semester.
 - **b.** The administration shall evaluate a teacher on the performance of his/her duties and responsibilities and his/her effectiveness.
 - c. The administration shall make evaluations meaningful and constructive such as by stating, when applicable: (1) specific incidents and justifiable evidence in support of conclusions; (2) the standards of performance required of the teacher which have not been met; and (3) recommendations to help the teacher improve the quality of teaching and eliminate the deficiencies noted in the evaluation.
 - d. All evaluation of the work of each teacher shall be conducted in person with the knowledge of the teacher.
- **7.03.2** Within fifteen (15) work days of the beginning of each school year, the building principal or immediate supervisor shall conduct a workshop so as to fully inform each teacher under his/her supervision to be evaluated with the procedures, standards, instruments and job descriptions to be used as well as who will evaluate his/her performance.
 - a. A new teacher or teacher reassigned after the beginning of the school term shall be notified by the building principal or immediate supervisor of the evaluation

procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

- b. Individuals doing evaluations must be non-bargaining unit, administrative personnel.
- c. Traveling teachers who are not permanently assigned to a specific building shall have an evaluation prepared by a designated building principal (or administrative designee) after there has been consultation between all building principals in whose buildings the traveling teacher is scheduled.
- d. Teachers may consult with their Division Chair about District evaluation timelines.

7.03.3 A tenured teacher, not participating in peer coaching, shall be formally evaluated at least once every two years. A non-tenured teacher shall be formally evaluated not less than twice a year during the teacher's probationary period. An evaluation shall be made at least once each semester of the current school year.

- a. Formal, planned observations will not be made two weeks before the end of the second semester, one week before the end of each grading period, or on the day preceding or following a long holiday vacation. For purposes of this provision, a "long holiday" shall mean breaks or holidays consisting of four (4) or more consecutive calendar days.
- b. Each evaluation will be initiated by a pre-observation conference between the evaluator and the teacher to be evaluated that will include a review of the expectations of the parties, and an agreement on the dates and specific times for the observation.
- c. The teacher and the supervisor will mutually agree to a date and time for a post-observation conference in which to discuss the evaluation. This conference must take place within 10 work days after the teacher has been observed. All observations will be reduced to writing and a copy given to the teacher within10 work days of the post observation conference.
- **d.** The teacher may have one representative of the teacher's choice present in any evaluation conference.
- e. Any informal observation(s) which are evaluative in nature must be reduced to writing within 10 work days of the observation date prior to placement in the teacher's personnel file. The teacher shall sign and be given a copy of the observation report; such signature does not indicate agreement as to the contents of such evaluation, but only an acknowledgement that the teacher is cognizant of the contents. A teacher may submit additional comments to this written evaluation if he/she so desires. These additional comments are to be attached to the evaluation and submitted into the teacher's personnel file.
- f. When teacher performance falls under the Excellent/Proficient range after completion of the initial formal observation, as determined by the evaluator and based upon the scoring rubrics for Domains 2 & 3, the teacher may request a second formal observation rather than informal if mutually agreed upon by both teacher and evaluator.

- g. Informal observations will occur within a two-week window provided by the evaluator.
- **7.03.4** Following the post-observation conferences, the teacher shall sign and be given a copy of the summative evaluation report prepared by the evaluator. The summative evaluation shall not contain information, which has not been previously made known to, and previously discussed with, the teacher. In no case will the teacher's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed. The building principal or immediate supervisor shall complete a written report and make recommendations to the Superintendent for each teacher. A copy shall be furnished to the teacher. The timing of this recommendation shall coincide with the State statute.
- **7.03.5** If the teacher disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a teacher is doing unsatisfactory work, the reason(s) therefore shall be stated in specific terms, as well as the suggested way(s) in which the teacher is to improve, and the assistance to be given the teacher toward improvement. All reasonable attempts shall be made to note all deficiencies in subsequent observation reports.
- **7.03.6** Upon approval of the administration, tenured teachers may have the opportunity to participate in peer coaching, which will serve as the formal evaluation.
- a. By mutual agreement, the evaluation may be accomplished by use of Peer Coaching in lieu of formal evaluation as outlined in Section 7.03. In order to be eligible for participation in the peer coaching process, the employees must have obtained an excellent or proficient rating in their prior summative evaluation.
- b. Peer coaching definition: Tenured teachers who have acquired the appropriate training form cadres of not less than three (3) teachers. Each cadre shall meet to discuss lessons to be observed by fellow cadre members. Fellow cadre members shall observe each member of the cadre at least once each semester. Each cadre is responsible to submit a written report briefly describing the observations. These reports are to be submitted to the administrative representative each semester. Observations shall be for the purpose of providing feedback regarding growth and development of the individual teachers.
- c. Reporting: Cadre members shall use the information discussed in post-observations and summarized on the cadre reports to complete a summative evaluation reflection every two years. This summative evaluation reflection, based on the District's evaluation form, shall be submitted to the appropriate administrator. The administrator will complete the form by checking the appropriate ratings and signing the form at the summative conference.
- **d.** Administration shall provide required peer coaching training every year. The training shall be offered during the summer and at least once during the regular school year.
- **7.03.7** If anything in this Article VII conflicts with the law, the law shall govern, subject to the right of the Association to receive notice and an opportunity to bargain.

ARTICLE VIII APPLICATION OF THE SALARY GUIDE

8.01 ANNUAL SALARY INCREASES

Annual salary increases are not automatic but are to be granted only when standards of professional service warrant higher salaries. The administration will discuss with and advise the teacher in writing as to the reason(s) why the teacher will not receive an annual salary increase. The Board shall notify a teacher 45 days prior to the close of school if his or her increment is to be withheld.

8.02 PER DIEM RATE OF PAY

- **8.02.1** Since a teacher is employed for the school year as specified in the school calendar adopted by the Board, his/her per diem rate of pay will be determined by dividing the annual basic salary rate by the total number of legal school days in the school year. The total number of legal school days in the school year will be determined on the following basis:
- **a.** The number of pupil attendance days,
- b. Institute days approved by the Superintendent of the Educational Service Region
- c. The number of Parent Teacher Conference Days
- d. Five (5) paid holidays— The annual school calendar will determine the five (5) paid holidays.
- **8.02.2** Any teacher absence due to any cause other than those enumerated in the School Code, or unless specifically agreed to in this Agreement, will result in daily pay deductions in an amount equal to the per diem rate of pay using the teacher's base salary. If the absence occurs during the period when a teacher has an extra-pay assignment, docking will also include the per diem for the assignment.

8.03 EXTRA-PAY ASSIGNMENTS

- **8.03.1** In School District 230, there are two types of extra-pay assignments:
- **8.03.2** Type "A" extra-pay assignments are those assignments that are performed on a regularly scheduled basis, such as coaching, music, yearbook newspaper sponsors and substitute teaching.
- **8.03.3** Type "B" extra-pay assignments are those assignments that are performed either on a non-scheduled or infrequently scheduled basis, ticket selling, timing and scoring at athletic contests, etc. The assignment list shall be provided to the Association in a timely manner.
- **8.03.4** Payments for Type "A" will be spread over the entire school year. Type "B" extra-pay assignments, Evening Alternative Education teachers, Homebound and internal substitute teachers will be paid on regular pay dates.

8.04 SUMMER SCHOOL

Two payments will be made for summer school teaching. The first payment will be made on June 30. The second and final payment will be for the balance and paid, no less than one week after all summer school classes have been completed, or the next regularly scheduled pay date, whichever is later and when all requirements of the administrator(s) in charge of summer school have been met.

8.05 EXTENDED PAY

- **8.05.1** A teacher employed for an extended assignment during the summer, other than for a teacher working specifically in summer school, will be paid according to the Section **10.04** additional pay schedule.
- **8.05.2** A teacher teaching summer school may also be employed for extended summer employment provided he/she can perform both jobs in a manner satisfactory to the administration. Extended summer employment for CTE shall be for a minimum of 1 week and a maximum of 2 weeks. Days of extended employment must be applied for by April 1 for the following summer. No requests for summer work will be honored after April 1 of each school year, and the unused monies budgeted may then be used to meet other non-curricular requests.

8.06 PAYROLL DEDUCTIONS

- **8.06.1** Reasons for irregular payroll deductions shall be given to the teacher in writing with the teacher's paycheck.
- **8.06.2** The Board agrees to deduct IEA-NEA-Local Association dues. Said deductions shall not be changed for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. The Association will provide the payroll department with a list of authorizations by August 30 for each school year. Periodically, adjustments will be made to accommodate teachers who go on leave, return from leave, or resign during the school year. If a new teacher is hired during the school year, the payroll department will notify the Treasurer of the Association who will then advise the payroll department of a prorated deduction for the rest of the school year for that teacher. The Board will transmit the deductions to the Association for appropriate distribution. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability, which may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with this Section.
- **8.06.3** The Board shall deduct credit union payments from the paycheck of a teacher who requests in writing such deductions. The Association will advise the Board as to the name of the credit union desired, which shall be the same for all teachers.
- **8.06.4** Where a teacher's payroll deduction in any one period (as a result of payroll docking) is greater than \$300, the Assistant Superintendent for Human Resources will, upon request, accommodate the teacher affected with a reasonable deduction procedure.

8.07 PAY PERIOD SELECTION

All teachers will be paid on a semi-monthly basis over a 24-pay period on the 15th and 30th day of the month. If these dates fall on a weekend or holiday connected to a weekend the pay date will be the last regular day of teacher attendance prior to the regular scheduled pay date.

ARTICLE IX SALARY

9.01 PROFESSIONAL GROWTH AND SALARY PLACEMENT

- **9.01.1** A teacher is encouraged to earn an advanced degree through coursework in the field of education and continue their professional growth throughout their teaching career.
- 9.01.2 Processing Earned Credit
 - **9.01.21** Movements to a higher lane classification will be processed twice a year. Any degree or credit earned after the summer quarter will not be considered until the following school year.
 - **9.01.22** The Assistant Superintendent for Human Resources must receive official transcripts showing course or degree completion by the close of business on either August 15 or December 31.
 - **9.01.23** If official transcripts are received on or before August 15, the Assistant Superintendent for Human Resources will authorize payroll to process lane changes effective with the August 30 paycheck.
 - 9.01.24 Transcripts received on or before December 31 will be processed beginning with the January 30 paycheck; those salary increases will be retroactive to the beginning of the school year but spread over the remaining pays beginning January 30.
- **9.01.3** All coursework must be earned after all work leading to the Bachelor's Degree in education has been completed.
- **9.01.4** No course work may be used for higher lane classification if such work is a duplicate course required for a teacher to maintain employment, or used to reinstate a lapsed License.
- **9.01.5** The Assistant Superintendent for Human Resources will provide a list of colleges, universities and courses, that DO NOT meet District 230 standards.
- **9.01.6** A Graduate Course Pre-approval and/or Graduate Degree Notification Form will be completed by each teacher intending to use the completed hours to make a lane change. This form will be submitted to Human Resources.
- **9.01.7** All coursework must be on the graduate level from an accredited college or university and appear on the official transcript.

9.01.8 A teacher who is receiving a Master's Degree from an accredited college or university will be permitted to count "C" course work, if any, to the extent that the university accepted said "C" work in granting said Master's Degree. Course work not connected to a degree program that receives a grade of "C" or lower will not be considered for a lane change. If a teacher who is either "frozen" at the bottom cell of the Bachelors or Bachelors +15 column or who is "off the salary schedule" and he/she completes sufficient coursework and meets the requirements indicated in Sections **9.01.2 – 9.01.8**, they shall be placed back on the salary schedule. They will move to the appropriate column on the salary schedule depending on the number of hours beyond the Bachelors they have completed, and then move down one cell. For example, if a teacher who is "frozen" or "off schedule" in the Bachelors column receives hours to qualify for a Master's degree, he/she will be placed on Masters step 9. If being placed on the Masters column step 9 does not provide for a salary increase, then the teacher will be placed on the nearest step providing the least pay increase.

Master's Degree

9.01.9 A teacher may proceed from the Bachelor's lane to the Bachelor's +15 lane provided the teacher is enrolled in a Master's Degree program and the plus semester hours are part of the said Master's program. Courses that are not part of the Master's program will not count for lane change advancement for teachers who are at the Bachelor's level.

9.01.10 Any Master's degree that requires at least 48 semester hours of graduate credit will be placed on the M+15.

9.01.11 Any Master's degree that requires at least 60 semester hours of graduate credit will be placed on the M+30.

Master's Degree +15 Master's Degree +30

9.01.12 Pre-approval form and/or Graduate Degree Notification form must be submitted to Human Resources according to the timelines found on the District form.

9.01.13 After earning a Master's Degree, a teacher may proceed to the Master's Degree +15 semester hours lane and to the Master's Degree +30 semester hours lane by either:

- **a.** Earning a second Master's Degree or a Doctorate degree, or completing a 15 hour or greater certification program.
- **b.** Earning the appropriate number of semester hours of graduate level courses from an accredited college or university. All course work must be in the field of education.
- **9.01.14** If a teacher changes from one Master's program to another Master's program, the teacher may apply the course work towards the Master's +15 or +30 semester hours. The hours will be added upon the completion of said Master's degree program. Courses that are not part of the Master's program will not count for lane change advancement for teachers who are on the Bachelor's level.

9.01.15 If a teacher "frozen" at the bottom cell of a column or who is "off-schedule" and he/she completes sufficient coursework and meets the requirements indicated in Sections 9.01.2 – 9.01.8, they shall be placed back on the salary schedule. They will move to the

appropriate column on the salary schedule depending on the number of hours they have completed, and then move down one cell. For example, if a teacher who is "frozen" or "off schedule" in the Masters column, Step 14 and receives hours to qualify for a Masters +15, he/she will be placed on Masters + 15 column, Step15. If being placed on the Masters +15 column, Step15 does not provide for a salary increase, then the teacher will be placed on the nearest step providing the least pay increase. If a teacher has previously been "frozen", but with the addition of new Steps on the 2019-2020 salary schedule, will be back on the salary schedule, they will be placed on the salary schedule on the Step that provides no less than the "off-schedule" increase provided for members who would have remained frozen as described in Section 9.02.2.

Appeal Process

9.01.16 The Board and the Association agree to establish an advisory appeal committee.

- **9.01.17** Any disputes that may arise regarding approval of Master's Degree Programs or coursework may be appealed to the advisory appeal committee.
- **9.01.18** The committee shall be comprised of six members. Three appointed by the Board and three appointed by the Association. The committee will give a recommendation to the Assistant Superintendent of Human Resources.

9.02 SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

9.02.1

- **a.** New Hire Placement: With respect to new employees, the District may grant one (1) year of credit on the salary schedule upon hire for every two (2) years of prior teaching experience up to a maximum of five (5) years of credit.
- **b.** Schedule Advancement: Full-time professional staff members receive a full year's credit on the salary schedule as follows:
 - To receive a full year's credit on the salary schedule, a teacher must be eligible to receive a full year's credit under the Teachers' Retirement System.
 - ii. To receive a full year's credit on the salary schedule, the teacher must have been hired prior to November 1. Effective the 1984-85 school year, professional staff members must have served the District for one full semester during the 1982-83 school year, the 1983-84 school year, and subsequent school years in order to receive a full year's credit for each year. Service as used herein refers to paid time with the District, including paid leaves. Other provisions regarding salary advancement as contained in collective bargaining agreements remain in full force and effect.

9.02.2 Off-Schedule Teachers who are in one of the first 4 columns of the salary schedule and have been in the last step in the column for one or more years, shall receive a 1.2% increase for each year of this agreement.

Teachers who are in the M-30 column, and who reached step 23 for one or more years, will receive 1.5% increase for each year of this agreement.

9.02.3 Longevity Teachers who have completed 27 or more years of service with the District (including any service credit that the District awarded a teacher at the time of employment) will receive a non-compounding stipend, equivalent to 3.5% of the B-0 step 1 amount on that years' salary schedule.

2019-2020 Salary Schedule

STEP	B-0	B-15	M-0	M-15	M-30
1	53,889	54,187	54,988	56,590	58,725
2	54,187	54,721	55,789	57,924	60,594
3	55,789	56,323	57,657	59,259	62,195
4	57,390	57,924	58,992	60,594	63,263
5	58,458	58,992	60,594	62,729	64,865
6	59,793	60,327	62,195	64,331	66,466
7	61,128	61,661	63,797	65,398	68,456
8	62,729	63,263	66,039	68,175	71,164
9	63,104	63,727	68,975	71,398	74,421
10	63,466	64,191	72,072	74,697	78,061
11	63,828	64,655	75,702	78,117	81,905
12	64,190	65,119	79,119	81,694	85,418
13	64,552	65,583	82,108	85,377	89,155
14	64,914	66,047	84,991	87,850	92,946
15			85,835	88,731	96,469
16			87,140	89,141	100,214
17			87,335	89,408	104,370
18			87,626	89,675	108,106
19			87,918	89,943	111,524
20			88,209	90,210	115,315
21					119,319
22					122,255
23					125,458

^{*}The above scheduled amounts include the Board's sheltering of teacher contributions to the Illinois Teachers Retirement System as provided in this agreement.

Notes:

See Section 3.23.7 for the formula regarding the computation of partial assignment teacher's salary.

See Section 9.01.9 regarding movement from the Bachelor's and Bachelor's +15 column to the Master's column.

See Section 9.02 regarding placement and movement on the salary schedule.

2020-2021 Salary Schedule

STEP	B-0	B-15	M-0	M-15	M-30
1	54,040	54,339	55,142	56,748	58,890
2	54,339	54,874	55,945	58,087	60,763
3	55,945	56,480	57,819	59,425	62,369
4	57,551	58,087	59,157	60,763	63,440
5	58,622	59,157	60,763	62,905	65,046
6	59,960	60,496	62,369	64,511	66,652
7	61,299	61,834	63,975	65,582	68,633
8	62,905	63,440	66,224	68,365	71,363
9	63,482	64,022	69,168	71,583	74,629
10	63,861	64,492	72,274	74,906	78,270
11	64,228	64,961	75,914	78,335	82,124
12	64,594	65,431	79,340	81,923	85,658
13	64,960	65,900	82,338	85,616	89,405
14	65,327	66,370	85,229	88,096	93,206
15			86,011	88,905	96,740
16			86,865	89,796	100,495
17			88,186	90,211	104,662
18			88,383	90,481	108,408
19			88,678	90,751	111,837
20		·	88,973	91,022	115,638
21					119,653
22					122,597
23					125,810

^{*}The above scheduled amounts include the Board's sheltering of teacher contributions to the Illinois Teachers Retirement System as provided in this agreement.

Notes:

See Section 3.23.7 for the formula regarding the computation of partial assignment teacher's salary.

See Section 9.01.9 regarding movement from the Bachelor's and Bachelor's +15 column to the Master's column.

See Section 9.02 regarding placement and movement on the salary schedule.

2021-2022 Salary Schedule

STEP	B-0	B-15	M-0	M-15	M-30
1	54,310	54,611	55,418	57,032	59,184
2	54,611	55,149	56,225	58,377	61,067
3	56,225	56,763	58,108	59,722	62,681
4	57,839	58,377	59,453	61,067	63,757
5	58,915	59,453	61,067	63,219	65,371
6	60,260	60,798	62,681	64,833	66,986
7	61,605	62,143	64,295	65,909	68,976
8	63,219	63,757	66,555	68,707	71,720
9	63,660	64,201	69,514	71,941	75,002
10	64,244	64,790	72,635	75,281	78,661
11	64,628	65,266	76,294	78,727	82,535
12	64,998	65,741	79,737	82,332	86,086
13	65,369	66,216	82,750	86,044	89,852
14	65,740	66,691	85,655	88,537	93,672
15			86,252	89,154	97,223
16			87,043	89,972	100,997
17			87,907	90,873	105,185
18			89,244	91,293	108,950
19			89,443	91,567	112,396
20			89,742	91,840	116,216
21					120,251
22					123,210
23					126,439

^{*}The above scheduled amounts include the Board's sheltering of teacher contributions to the Illinois Teachers Retirement System as provided in this agreement.

Notes:

See Section 3.23.7 for the formula regarding the computation of partial assignment teacher's salary.

See Section 9.01.9 regarding movement from the Bachelor's and Bachelor's +15 column to the Master's column.

See Section 9.02 regarding placement and movement on the salary schedule.

2022-2023 Salary Schedule

STEP	B-0	B-15	M-0	M-15	M-30
1	54,842	55,146	55,961	57,591	59,764
2	55,146	55,689	56,776	58,949	61,666
3	56,776	57,319	58,677	60,307	63,296
4	58,406	58,949	60,036	61,666	64,382
5	59,492	60,036	61,666	63,839	66,012
6	60,851	61,394	63,296	65,469	67,642
7	62,209	62,752	64,925	66,555	69,652
8	63,839	64,382	67,207	69,381	72,423
9	63,978	64,522	70,196	72,646	75,737
10	64,424	64,972	73,347	76,019	79,432
11	65,015	65,568	77,041	79,499	83,344
12	65,403	66,049	80,518	83,139	86,929
13	65,778	66,530	83,561	86,888	90,733
14	66,153	67,011	86,495	89,405	94,590
15			86,683	89,599	98,176
16			87,287	90,223	101,987
17			88,088	91,051	106,216
18			88,962	91,964	110,018
19			90,315	92,389	113,497
20			90,517	92,666	117,355
21					121,430
22					124,418
23					127,678

^{*}The above scheduled amounts include the Board's sheltering of teacher contributions to the Illinois Teachers Retirement System as provided in this agreement.

Notes:

See Section 3.23.7 for the formula regarding the computation of partial assignment teacher's salary.

See Section 9.01.9 regarding movement from the Bachelor's and Bachelor's +15 column to the Master's column.

See Section 9.02 regarding placement and movement on the salary schedule.

2023-2024 Salary Schedule

STEP	B-0	B-15	M-0	M-15	M-30
1	55,264	55,571	56,392	58,034	60,224
2	55,571	56,118	57,213	59,403	62,140
3	57,213	57,760	59,129	60,772	63,783
4	58,855	59,403	60,498	62,140	64,878
5	59,950	60,498	62,140	64,330	66,520
6	61,319	61,867	63,783	65,973	68,163
7	62,688	63,235	65,425	67,068	70,189
8	64,330	64,878	67,725	69,915	72,981
9	64,605	65,155	70,736	73,205	76,320
10	64,746	65,297	73,912	76,604	80,043
11	65,197	65,751	77,634	80,111	83,985
12	65,795	66,355	81,138	83,779	87,599
13	66,188	66,841	84,204	87,557	91,431
14	66,568	67,328	87,161	90,093	95,318
15			87,533	90,477	98,932
16			87,723	90,675	102,772
17			88,334	91,306	107,034
18			89,145	92,144	110,865
19			90,030	93,068	114,371
20			91,399	93,497	118,258
21					122,365
22					125,376
23					128,661

^{*}The above scheduled amounts include the Board's sheltering of teacher contributions to the Illinois Teachers Retirement System as provided in this agreement.

Notes:

See Section 3.23.7 for the formula regarding the computation of partial assignment teacher's salary.

See Section 9.01.9 regarding movement from the Bachelor's and Bachelor's +15 column to the Master's column.

See Section 9.02 regarding placement and movement on the salary schedule.

ARTICLE X COMPENSATION-CO-CURRICULAR

10.01 The following positions of extra or co-curricular assignments will be compensated as shown below in Section **10.03**. Co-curricular programs are defined as being clubs, athletics, and activities approved by the Board to enrich the educational experience for the students of Consolidated High School District 230.

10.02 CO-CURRICULAR ASSIGNMENT CLASSIFICATIONS

IHSA Athletic Classifications	Position	Level	Position	Level
Badminton	Head Coach	В	Assistant	Е
Baseball	Head Coach	Α	Assistant	С
Basketball	Head Coach	Α	Assistant	С
Bowling	Head Coach	В	Assistant	Ε
Cheerleading Fall	Head Coach	В	Assistant	Ε
Cheerleading Winter	Head Coach	В	Assistant	Ε
Cross Country	Head Coach	Α	Assistant	С
Football	Head Coach	Α	Assistant	С
Golf	Head Coach	В	Assistant	Ε
Gymnastics	Head Coach	В	Assistant	Ε
Lacrosse	Head Coach	Α	Assistant	С
Pom-Pons Fall	Head Coach	В	Assistant	F
Pom-Pons Winter	Head Coach	В	Assistant	F
Soccer	Head Coach	Α	Assistant	С
Softball	Head Coach	Α	Assistant	С
Swimming	Head Coach	Α	Assistant	С
Tennis	Head Coach	В	Assistant	Ε
Track with Indoor	Head Coach	Α	Assistant	С
Track w/o Indoor	Head Coach	В	Assistant	Ε
Volleyball	Head Coach	Α	Assistant	С
Water Polo	Head Coach	В	Assistant	Ε
Wrestling	Head Coach	Α	Assistant	С

IHSA Competitive and Competitive Team Activities	Position	Level	Position	Level
Bass Fishing*	Sponsor	D	Assistant	I
Chess Team	Sponsor	G	Assistant	Н
Contest Play	Sponsor	I		
Debate Team	Sponsor	Α	Assistant	Ε
Group Interpretation	Sponsor	I		
Robotics	Sponsor	G	Assistant	Н
Mathletes with State competition	Sponsor	F	Assistant	G
Scholastic Bowl	Sponsor	F	Assistant	G
Science Club/SWSC	Sponsor	I		
Special Olympics	Sponsor	С	Assistant	G
Speech	Director	Α	Asst.4 max.	Ε
United Nations/Model UN	Sponsor	G	Assistant	Н
ACES	Sponsor	G		
Youth in Government	Sponsor	G	Assistant	Н

*Bass Fishing: For sponsors who use their own boats, \$1,200 will be paid to cover wear and tear and damages incurred while the equipment is being used for the D230 bass fishing club activities. Any repairs incurred that cost greater than \$1,000 can be submitted to the District, along with \$1,000 of the \$1,200 reimbursement which will be applied to the District's insurance deductible to cover those high cost repairs incurred while the equipment is being used as part of the club activities.

Production and Performance Activities	Position	Level	Position	Level
Band—Color Guard	Director	Н		
BandJazz	Director	F		
Band-Marching w/ Competition	Director	Α	Assistant	D
BandMarching w/o Competition	Director	D		
BandPep	Director	G		
Literary Magazine	Sponsor	Н		
Music-Choral	Director	D		
MusicSwing Choir	Director	F		
Newspaper	Sponsor	D	Assistant	G
Orchesis/Modern Dance	Director	D	Assistant	G
Orchestra	Director	G		
String Quartet	Director	Н		
TheatreStraight Play	Director	D	Assistant	Н
Theatre- Technical			Assistant	Н
TheatreMusical Choreography			Assistant	Н
TheatreMusical Instrumental			Assistant	Н
TheatreMusical Play	Director	D	Assistant	Н
TheatreMusical Vocal			Assistant	Н
TheatreOne Act Play	Director	I		
TheatreStage Manager	Manager	Н	Assistant	I
Variety Show	Director	D	Assistant	Н
WinterGuard	Sponsor	I		
Yearbook	Sponsor	D	Assistant	G

School Club Activities	Position	Level	Position	Level
Auto	Sponsor	I		
Clubs	Sponsor	I		
Business	Sponsor	Н	Assistant	1
Freshman Class	Sponsor	I		
Junior Class	Sponsor	I		
Mu Alpha Theta	Sponsor	I		
National Honor Society	Sponsor	Н		
Peer Helpers	Sponsor	I		
Peer Mediation	Sponsor	I		
Pep	Sponsor	I		
POWER	Sponsor	I		
Project Diversity	Sponsor	I		
Powerlifting	Sponsor	F		
Radio	Sponsor	G	Assistant	1
S.A.D.D.	Sponsor	I		
Senior Class	Sponsor	I		
Sophomore Class	Sponsor	I		
Student Council	Sponsor	D	Assistant	G
Swim Guard	Sponsor	I		
Webmasters/Digital				
Photo/Computer/Internet	Sponsor	I		
Woods	Sponsor	I		

Career and Technical Clubs		Level	Position	Level
(CTE) and Organizations	and Organizations		FUSILIUII	Level
Business Prof. of America	Sponsor	Н		
DECA	Sponsor	Н		
CEC	Sponsor	I		
Med Club	Sponsor	I		
Occupational Information	Sponsor	I		
Skills USA Culinary Arts	Sponsor	Н		
Skills USA Applied Technology	Sponsor	Н		
Skills USA Career & Tech	Sponsor	Н		
Skills USA IROC	Sponsor	Н		
Skills USA Child Care	Sponsor	Н		
Skills USA Auto	Sponsor	Н		

Coordinators, Supervisors, Trainers	Level	Position	Level
School Fest Coordinator	I		
Activities Coordinator	Α		
		Assistant	
Athletic Trainer (per season)	Α	(per season)	С
Community Swim Coordinator	D		
Graduation Director	I		
Leadership Trainer (both Fall and Spring)	I		
Prom Coordinator	I		
Snowball Director	Н	Assistant	I
Drivers' Ed. Summer School Facilitator	I		
Sports Coordinator	Α		
Ticket Manager	E		
Weight Room Supervisor (per season)	Н		
Wellness Coordinator	G		

10.03 2019-2024 CO-CURRICULAR SALARY

CURR	CURRICULAR INDEX PERCENTAGES								
Step	CO-A	СО-В	CO-C	CO-D	СО-Е	CO-F	CO-G	СО-Н	CO-I
1	13.50%	12.50%	11.50%	11.00%	10.50%	9.50%	7.50%	5.00%	3.50%
2	13.84%	12.84%	11.84%	11.34%	10.84%	9.84%	7.77%	5.20%	3.64%
3	14.18%	13.18%	12.18%	11.68%	11.18%	10.18%	8.04%	5.41%	3.77%
4	14.52%	13.52%	12.52%	12.02%	11.52%	10.52%	8.31%	5.61%	3.91%
5	14.86%	13.86%	12.86%	12.36%	11.86%	10.86%	8.59%	5.81%	4.04%
6	15.20%	14.20%	13.20%	12.70%	12.20%	11.20%	8.86%	6.02%	4.18%
7	15.54%	14.54%	13.54%	13.04%	12.54%	11.54%	9.13%	6.22%	4.31%
8	15.88%	14.88%	13.88%	13.38%	12.88%	11.88%	9.40%	6.43%	4.45%
9	16.21%	15.21%	14.21%	13.71%	13.21%	12.21%	9.67%	6.63%	4.59%
10	16.55%	15.55%	14.55%	14.05%	13.55%	12.55%	9.94%	6.83%	4.72%
11	16.89%	15.89%	14.89%	14.39%	13.89%	12.89%	10.21%	7.04%	4.86%
12	17.23%	16.23%	15.23%	14.73%	14.23%	13.23%	10.49%	7.24%	4.99%
13	17.57%	16.57%	15.57%	15.07%	14.57%	13.57%	10.76%	7.44%	5.13%
14	17.91%	16.91%	15.91%	15.41%	14.91%	13.91%	11.03%	7.65%	5.26%
15	18.25%	17.25%	16.25%	15.75%	15.25%	14.25%	11.30%	7.85%	5.40%

2019-	2019-20 CO-CURRICULAR SALARY SCHEDULE								
Step	CO-A	СО-В	CO-C	CO-D	CO-E	CO-F	CO-G	СО-Н	CO-I
1	7,276	6,737	6,198	5,929	5,659	5,120	4,042	2,695	1,886
2	7,460	6,921	6,382	6,113	5,843	5,304	4,188	2,803	1,962
3	7,643	7,104	6,565	6,295	6,026	5,487	4,333	2,916	2,032
4	7,827	7,288	6,749	6,479	6,210	5,671	4,479	3,024	2,108
5	8,009	7,470	6,931	6,662	6,392	5,853	4,630	3,132	2,177
6	8,193	7,654	7,115	6,846	6,576	6,037	4,775	3,245	2,253
7	8,376	7,837	7,298	7,028	6,759	6,220	4,921	3,352	2,323
8	8,560	8,021	7,482	7,212	6,943	6,404	5,066	3,466	2,399
9	8,737	8,198	7,659	7,390	7,120	6,581	5,212	3,574	2,474
10	8,921	8,382	7,843	7,573	7,304	6,765	5,357	3,681	2,544
11	9,104	8,565	8,026	7,756	7,487	6,948	5,503	3,794	2,619
12	9,287	8,748	8,209	7,940	7,670	7,131	5,654	3,903	2,690
13	9,470	8,931	8,392	8,123	7,853	7,314	5,799	4,010	2,765
14	9,654	9,115	8,576	8,306	8,037	7,498	5,945	4,123	2,835
15	9,837	9,298	8,759	8,489	8,220	7,681	6,091	4,231	2,910

2020-	2020-21 CO-CURRICULAR SALARY SCHEDULE								
Step	CO-A	СО-В	CO-C	CO-D	CO-E	CO-F	CO-G	СО-Н	CO-I
1	7,297	6,756	6,216	5,945	5,675	5,135	4,054	2,702	1,892
2	7,481	6,940	6,400	6,130	5,860	5,319	4,200	2,811	1,967
3	7,664	7,124	6,583	6,313	6,043	5,502	4,345	2,925	2,038
4	7,848	7,308	6,767	6,497	6,227	5,686	4,492	3,032	2,114
5	8,032	7,491	6,951	6,680	6,410	5,870	4,643	3,141	2,183
6	8,216	7,675	7,135	6,865	6,594	6,054	4,789	3,254	2,259
7	8,399	7,859	7,318	7,048	6,778	6,237	4,935	3,362	2,330
8	8,583	8,043	7,502	7,232	6,962	6,421	5,080	3,475	2,406
9	8,762	8,221	7,681	7,410	7,140	6,600	5,227	3,584	2,481
10	8,946	8,405	7,865	7,595	7,324	6,784	5,372	3,691	2,551
11	9,129	8,589	8,048	7,778	7,508	6,967	5,519	3,805	2,627
12	9,313	8,773	8,232	7,962	7,692	7,151	5,670	3,913	2,697
13	9,497	8,956	8,416	8,145	7,875	7,335	5,815	4,021	2,773
14	9,681	9,140	8,600	8,330	8,059	7,519	5,962	4,135	2,843
15	9,864	9,324	8,783	8,513	8,243	7,702	6,108	4,243	2,918

2021-2	2021-22 CO-CURRICULAR SALARY SCHEDULE								
Step	CO-A	СО-В	CO-C	CO-D	CO-E	CO-F	CO-G	СО-Н	CO-I
1	7,333	6,790	6,247	5,975	5,704	5,160	4,074	2,716	1,901
2	7,518	6,975	6,432	6,160	5,889	5,346	4,221	2,825	1,977
3	7,703	7,159	6,616	6,345	6,073	5,530	4,367	2,939	2,048
4	7,888	7,345	6,801	6,530	6,258	5,715	4,514	3,047	2,124
5	8,072	7,529	6,985	6,714	6,442	5,899	4,667	3,156	2,194
6	8,257	7,714	7,171	6,899	6,627	6,084	4,813	3,271	2,271
7	8,441	7,898	7,355	7,083	6,812	6,268	4,960	3,379	2,342
8	8,626	8,083	7,540	7,268	6,997	6,454	5,106	3,493	2,418
9	8,805	8,262	7,719	7,447	7,176	6,633	5,253	3,602	2,494
10	8,991	8,447	7,904	7,633	7,361	6,818	5,399	3,710	2,564
11	9,175	8,632	8,088	7,817	7,545	7,002	5,546	3,824	2,640
12	9,360	8,817	8,274	8,002	7,730	7,187	5,698	3,933	2,711
13	9,544	9,001	8,458	8,186	7,914	7,371	5,845	4,041	2,787
14	9,729	9,186	8,643	8,371	8,100	7,556	5,992	4,155	2,857
15	9,913	9,370	8,827	8,555	8,284	7,741	6,139	4,264	2,933

2022-	2022-23 CO-CURRICULAR SALARY SCHEDULE								
Step	CO-A	СО-В	CO-C	CO-D	CO-E	CO-F	CO-G	СО-Н	CO-I
1	7,405	6,857	6,308	6,034	5,760	5,211	4,114	2,743	1,920
2	7,592	7,044	6,495	6,221	5,947	5,398	4,262	2,852	1,997
3	7,778	7,230	6,681	6,407	6,132	5,584	4,410	2,968	2,068
4	7,965	7,417	6,868	6,594	6,319	5,771	4,559	3,077	2,145
5	8,151	7,602	7,054	6,780	6,505	5,957	4,712	3,187	2,216
6	8,338	7,789	7,241	6,967	6,692	6,144	4,860	3,303	2,293
7	8,524	7,975	7,427	7,153	6,878	6,330	5,008	3,412	2,364
8	8,711	8,162	7,614	7,340	7,065	6,517	5,156	3,527	2,441
9	8,892	8,343	7,795	7,520	7,246	6,698	5,304	3,637	2,518
10	9,079	8,530	7,982	7,707	7,433	6,885	5,452	3,746	2,589
11	9,265	8,716	8,168	7,893	7,619	7,071	5,601	3,861	2,666
12	9,452	8,903	8,355	8,080	7,806	7,258	5,754	3,972	2,737
13	9,638	9,089	8,541	8,266	7,992	7,444	5,902	4,081	2,814
14	9,825	9,276	8,728	8,453	8,179	7,631	6,050	4,196	2,885
15	10,011	9,462	8,914	8,639	8,365	7,816	6,199	4,306	2,962

2023-	2023-24 CO-CURRICULAR SALARY SCHEDULE								
Step	CO-A	СО-В	CO-C	CO-D	CO-E	CO-F	CO-G	СО-Н	CO-I
1	7,462	6,909	6,357	6,080	5,804	5,251	4,146	2,764	1,935
2	7,651	7,098	6,545	6,269	5,992	5,440	4,295	2,874	2,012
3	7,838	7,285	6,732	6,456	6,180	5,627	4,444	2,991	2,084
4	8,026	7,474	6,921	6,644	6,368	5,815	4,594	3,101	2,162
5	8,214	7,661	7,108	6,832	6,556	6,003	4,749	3,212	2,233
6	8,402	7,849	7,297	7,020	6,744	6,191	4,897	3,328	2,310
7	8,590	8,037	7,484	7,208	6,931	6,379	5,047	3,438	2,383
8	8,778	8,225	7,673	7,396	7,120	6,567	5,196	3,554	2,460
9	8,960	8,407	7,855	7,578	7,302	6,749	5,345	3,665	2,538
10	9,149	8,596	8,043	7,767	7,490	6,938	5,494	3,775	2,609
11	9,336	8,783	8,231	7,954	7,678	7,125	5,644	3,891	2,686
12	9,524	8,972	8,419	8,143	7,866	7,313	5,799	4,002	2,759
13	9,712	9,159	8,606	8,330	8,054	7,501	5,947	4,112	2,836
14	9,900	9,348	8,795	8,518	8,242	7,689	6,097	4,228	2,907
15	10,088	9,535	8,982	8,706	8,429	7,877	6,247	4,339	2,985

10.04 ADDITIONAL PAY-ACADEMICS

	FY20 - FY	/24
Overload Teaching		
Full Year	20%	of Base
Half Year	10%	of Base
Quarter Year	5%	of Base
Lead Teacher Stipend Full Yr		3,645
Advisory (Full Year) 1.7% base	1.7%	of Base
Technology Innovation Facilitator	\$	3,645
Rates Below are hourly unless noted		
Alternative Education	\$	51.04
Aquatic Staff	\$	42.53
Early Semester Tests (per test)	\$	58.33
Evening Librarian	\$	42.53
Guidance Assignments	\$	43.75
Homebound Tutors	\$	42.53
Proctoring Placement Exams	\$	42.53
Professional Time	\$	32.00
Supervision (Semester Stipend)	\$ 1	,531.00
Substitute Teaching		
Full-Period	\$	43.75
Half-Period	\$	21.87
Summer School Teachers	\$	49.83
SOAR/PASS Teachers	\$	49.83
Summer Work		
Counselors	\$	42.53
Curriculum	\$	42.53
Non-curricular	\$	38.88
Recreation	\$	41.00
Summer Nurse	\$	42.53
Summer Special Education	\$	42.53

10.05 ADDITIONAL PAY ACTIVITIES, COORDINATORS

	FY20 - FY24
Chaperones	
Hourly	\$ 42.53
Overnight	\$ 162.82
Intramural Coordinator	\$ 1,458.15
Intramural Staff (Hourly)	\$ 38.88
Judges	
Mathletes Contest	\$ 64.39
Speech and/or debate contest - 4 hours or less	\$ 70.08

Speech, ICTM, and/or debate contest - more than 4 hours	\$ 163.52
Snowball (daily rate)	\$ 162.82
Powder Puff (hourly - game only - includes coaches and	
cheerleading sponsors)	\$ 42.53

10.06 ADDITIONAL PAY- ATHLETICS

Game Assistants, Announcer, Crowd Control, Ticket Sellers, Timer, Scorer, Starter	FY20-FY24		
1 game	\$	64.39	
2 games	\$	91.13	
3 games	\$	116.66	
Dual Meet	\$	64.39	
Triangular or Greater	\$	91.13	

10.06.1 TOURNAMENT ADMINISTRATION GUIDELINES

Sport	Announcer	Clerk	Judge	Scorer	Starter	Student Timers	Timer
Badminton	1			1			
Basketball	1*			1			1*
Cross Country			3	1	1	#	
Golf				1	1		
Gymnastics	1			2			
Swimming	1			1		As needed	1
Tennis				1			
Track	1	1		1		As needed	
Volleyball	1		2^	1			1
Wrestling	1			1			1

^{*} Additional when necessary

Conference, I.H.S.A State Meets and Invitationals

10.06.2 A teacher may not receive compensation for judging events in debate or Mathletes who is already compensated for coaching these activities. A teacher may not receive compensation under the extra pay schedule for 2 jobs done concurrently, such as being in charge of tickets and selling and taking tickets, or athletic director and timing or judging.

10.06.3 Teachers assigned to work invitational/tourney events in excess of 3 hours will be paid at the regular established flat rate for a triangular event and then 1/6th the triangular flat rate for each hour thereafter. Chaperones will be determined by facility need at each school. Ticket sellers shall be acquired by each school's ticket manager.

10.07 Co-Curricular credit for experience shall be given, provided it is experience in the same Co-Curricular classification (IHSA Athletics, IHSA Competitive Activities, Production and Performance Activities, School Club Activities, Vocational Clubs and Organizations, or

[^] I.H.S.A. tournaments only

Coordinators, Supervisors, and Trainers) for which the teacher is assigned. There shall be a maximum of two years credit granted from outside the District.

- **10.07.1** Coaches within the District who begin coaching a new sport, will receive full credit for previous years of coaching experience in another sport in District 230.
- **10.07.2** Where the board requests a teacher to change a co-curricular assignment, credit will be given for the co-curricular experience towards the new assignment.
- **10.08** Approval of the rate of compensation for a co-curricular assignment does not construe that the activity will be held or a teacher assigned.
- **10.09** If the Board shall approve an additional pay or co-curricular assignment not listed above, the Board shall set the rate of compensation and the Association may grieve as to the rate of compensation if it believes said rate should be different.
- 10.10 With administrative approval, two individuals may equally (50/50) share the responsibilities of a co-curricular position. If the situation involves sharing one position with one stipend, then each individual will receive one-half of the full stipend calculated on the base stipend amount applicable to that individual's year of experience. If the situation involves sharing two positions with two stipends (e.g. Head and Assistant), then each individual will receive one-half of the total sum of both stipends calculated on the total sum of both base stipend amounts applicable to that individual's years of experience. In this later example of sharing two positions, both individuals must be present for the activity (i.e., co-coaching). With administrative approval, sharing of co-curricular positions in configurations other than 50/50 may be permitted with the stipend payment formula described above to be adjusted accordingly.
- 10.11 Guidelines for Selection and Assignment of Hourly Paid Co-curricular Positions (HPCC): At the beginning of the fall, winter, and spring activity schedule, the administration will, in writing, ask teachers to indicate if they wish to be considered for vacant hourly paid co-curricular positions. Any teachers wishing to be considered for such positions shall submit a written statement of interest to the principal. The posting of a vacant position or the receipt of a notice from a teacher requesting consideration for a vacancy shall not obligate the administration or the Board to select any applicant to fill the vacancy.
- 10.12 All District employees (teachers, support staff and administrators) may apply for and hold co-curricular positions. For vacant co-curricular positions, qualified teachers shall have first right to the position, followed by qualified administrators, then qualified support staff. Any returning co-curricular employee shall be permitted to continue in his/her position unless there is cause for non-renewal. If a position is unfilled, the District retains the right to assign an employee or employ a non-employee.

Although the District shall not be required to declare any co-curricular position vacant at any time, the District shall afford an annual opportunity for any interested teacher, support staff employee and administrator to apply for a co-curricular position prior to entering into an employment relationship with any non-bargaining unit member. Any application for a co-curricular position from a teacher, support staff employee or administrator shall be judged in accordance with the following process:

Consideration of factors that include without limitation certifications, qualifications,

merit and ability (including performance evaluations, if available). And relevant experience (i.e. "qualified"). If teacher candidate(s) submit(s) an application held by a non-bargaining unit member and it is determined by the administration that the candidate(s) is/are equal in all factors, the teacher candidate shall have first right to the position, as determined by the administration, followed by qualified administrators, then qualified support staff.

- The District's decision to select a particular candidate to fill a co-curricular position is not subject to review under the grievance procedure provided that, in making such a decision, the District does not fail to adhere to the procedural requirement of affording an annual opportunity for application as required above. (i.e., the aforesaid annual application opportunity shall be grievable if not provided).
- Nothing in this provision shall be construed so as to impact the District's management right to hire new employees, or affect the Association's rights regarding mandatory subjects of bargaining under the Illinois Educational Labor Relations Act, or create a statutory cause of action for a candidate or a candidate's representative to challenge a District's selection decision based on the District's failure to adhere to the requirements of this Section.
- 10.13 As the need may arise due to any conference recommendations for additional athletic or co-curricular activities, the School Board shall consider the need for additional coaches or sponsors. Staff members are invited to present any perceived need for additional coaches or sponsors to the Board for its consideration.
- 10.14 There will be one weight room supervisor employed for each of the three sporting seasons in each of the three high schools. Accordingly, nine (9) stipends are available for this position. Each building may recommend one or more persons for this position provided that a building may use only one stipend per season.
- **10.15** The administrator shall notify any co-curricular assignment teacher in writing that they will not be rehired.
- 10.16 The assignment to and removal of a teacher's co-curricular activities shall be within the Board's sole discretion; provided, however, that (1) the Board will not remove a teacher's co-curricular duties for arbitrary and capricious reasons and, if grieved to arbitration, the arbitrator's jurisdiction will be limited to whether or not the Board decision was for arbitrary and capricious reasons, and (2) when the Board removes a teacher from any co-curricular activity, the Board shall in writing, notify the teacher as to the reasons(s) therefore.
- 10.17 When possible, no coach will be assigned involuntarily to more than two coaching assignments during the school year. The administration will provide each sponsor or coach a copy of the appropriate activity or athletic handbook annually. The "Coaches Handbook" shall be subject to periodic review by a committee of teachers and administrative personnel and shall be considered non-contractual in nature.
- 10.18 When teachers are assigned duties at events, i.e., chaperones for graduation, prom, etc., they will be compensated hourly in accord with Article X of the collective bargaining agreement. However, if a teacher attends an event on a voluntary basis or via invitation, the teacher shall receive no compensation.

- **10.19** Excluding parent teacher nights, counselors will be paid at the current substitute-teaching rate for their first two events per year and up to four events if the counselor has two specialties. All subsequent event assignments shall be unpaid.
- **10.20** There shall be a Wellness Coordinator position at each building. The purpose of this position shall be to coordinate events that promote staff physical fitness, emotional wellness, nutritional programs and other activities inside and outside of the school.
- **10.21** The reasonable travel expenses of up to 2 coaches per school of athletic teams and of speech and debate shall be paid for each area in which the IHSA holds a state tournament, subject to and in accordance with regulations promulgated by the Superintendent.
- 10.22 Employees on leave from a co-curricular activity will not receive compensation for the activity for the duration of their leave with the exception of Advisory/Intervention/Enrichment teachers or in the instance where the employee is capable of performing the duties assigned and the employee performs the duties assigned. A medical release may be required when appropriate.

ARTICLE XI FRINGE BENEFITS

- 11.01 During the term of this Agreement, the District agrees to continue to provide employees with a group health insurance plan. The group health insurance plan shall provide, major medical coverage, dental, disability, life and vision insurance. Information concerning the details of all medical and dental plans and their conversion privileges is maintained in the District Business Office.
 - **11.01.1** The District shall not change insurance carriers or benefit levels unless such change has first been reviewed and approved by the District's employee's Insurance Committee. The Association shall be notified of any proposed change in insurance carriers or benefit levels.
 - **11.01.2** Teachers shall not be required to fill out forms to more than an equivalent degree than would be required by the current insurance carrier and cost containment plan.
 - **11.01.3** For Board paid insurance, an individual ceases to be an employee of the School District on the effective date of a resignation. If the date of resignation occurs prior to the close of the school year, the effective date is the date of resignation. If the date of resignation occurs after the close of the school year, the effective date is August 31st. Board paid insurance coverage ends the 1st of the month following the effective date of resignation as defined above.
 - **11.01.4** The Board will provide group term life insurance in an amount equal to the employee's annual salary, provided each employee must contribute 50% of the cost thereof by payroll deduction to the Board. The District will follow applicable IRS tax rules for Board paid life insurance.
- **11.02** All payroll withholding for health insurance, will be processed through an approved IRS Section 125 Cafeteria Plan. The Flexible Spending Plan portion of the Cafeteria Plan will have an annual \$2,500.00 limitation. The dependent care portion of the Cafeteria Plan will have an annual \$5,000.00 limitation.

11.03 The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each teacher, 9% of the appropriate amount shown on the salary schedule attached to this Agreement. An individual teacher shall have no right or claim to these funds except as they become available upon retirement or resignation from the Illinois Teacher Retirement System. Said sheltering payment shall be for the purpose of the Board's assuming a portion of each teacher's required contributions for survivor's benefits. The Board's sheltering and payment to the TRS shall be included in the appropriate amounts shown on the salary schedule. Such amount shall represent the combination of all regular salary benefits payable to each teacher and all amounts sheltered and paid to the TRS by the Board. The Board shall not be required by this section or otherwise to shelter and pay any additional amounts to the TRS.

The Association agrees that the Board's said payment of teacher contributions to the TRS is solely for the purpose of making such contributions nontaxable income for Federal Income Tax purposes and shall not affect the true compensation paid such teachers. The Association will not contend to the Board at any time in the future that said payments by the Board from the teacher's compensation are to be considered as compensation for any other purpose.

The Association shall hold the Board harmless and indemnify the Board against all liability, loss and expense of whatever nature arising out of the Board's agreement to make payment on behalf of each teacher to the TRS, including but not limited to payment for summer work. The Board may, in its sole discretion, deduct from each teacher's paychecks on a pro-rated basis and otherwise reasonable basis, any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or other taxes or contributions to the TRS, or the improper or incorrect reporting thereof, arising out of Board's agreement to make payments on behalf of each teacher to the TRS.

- 11.04 Upon initial employment, an employee must elect or waive insurance within 31 days of his/her hire date. If an employee waives or cancels insurance either upon initial employment or any time during one's employment, the employee can only enroll in the District's health insurance plan due to a qualifying event (i.e. marriage, divorce, birth, adoption, return from job share, etc.) or during the District's annual open enrollment period. Enrollment is also subject to insurance plan documents, which may include evidence of insurability.
- 11.05 A joint advisory committee comprised of no more than three (3) teacher representatives appointed by the Association and of no more than three (3) District representatives appointed by the District shall be formed. In addition, representatives from other work groups who are not members of the teacher association bargaining unit shall be invited to join the committee. The Insurance Committee shall make recommendations to both the District 230 Teacher's Association and the School Board. Any changes may only be implemented upon agreement of both parties.

11.06 MEDICAL INSURANCE AND SECTION 125 OPTION

11.06.1 MEDICAL INSURANCE

11.06.11 NEW EMPLOYEE COVERAGE OPTIONS

Teachers who are hired on or after September 1, 2016 or are re-hired after a break in service on or after September 1, 2016, will have the option to elect to participate

in the HMO or HSA insurance plans. Teachers who complete 5 years of continuous service within the District will have the option to participate in any of the plans offered to Teacher Association members.

11.06.12 PPO/HSA

The District will pay 81.5% of the cost of single and family insurance plus 75% of any annual cost increase for each year after July 1, 2019, for all teachers who complete a biometric health screening either at school or with their own doctor, within 4 months preceding the Districts Biometric Screening event as outlined in **11.06.14**. For teachers who do not participate in the annual biometric screening, the teachers will contribute an additional 5% through payroll deduction starting on July 1st of each year following the offering.

11.06.13 HMO

The District will pay 83% of the cost of single and family insurance plus 75% of any annual cost increase for each year after July 1, 2019, for all teachers who complete a biometric health screening either at school or with their own doctor, within 4 months preceding the Districts Biometric Screening event as outlined in **11.06.14**. For teachers who do not participate in the annual biometric screening, the teachers will contribute an additional 5% through payroll deduction starting on July 1st of each year following the offering.

11.06.14 Annual Wellness Screening

The District will provide an annual wellness event which includes bio-metric screening. Bio-metric screening completed at school or with their own doctor during the designated annual window, will also qualify. The completion of an appropriate annual bio-metric screening which occurs between January 1 and April 30 will qualify the employee for the insurance contribution levels listed in the applicable section of 11.06.12 or 11.06.13.

11.06.15 Section 125 Option – Medical Reimbursement Option

It is the intention of the Board of Education to have its health flexible spending arrangement qualify as an excepted benefit under the Internal Revenue Code and applicable Treasury regulation (26 CFR § 54.9831-1(c)(3)(v)). For full -time employees (i.e., those employees who work 35 hours or more per week) who elect not to participate in any District medical insurance plan, and who certify that they have medical insurance from another source, the Board shall contribute to the employee's health flexible spending account ("health FSA") an amount not to exceed one thousand dollars (\$1,000.00) in the FSA Plan Year. The amount contributed by the Board shall be calculated so that the maximum amount payable from the health FSA to the employee will not exceed the greater of: (a) two times the employee's salary reduction election for the health FSA for the FSA Plan Year; or (b) \$500 plus the amount of the employee's salary reduction election to the health FSA for the FSA Plan Year. In no event shall the Board's contribution exceed one thousand dollars (\$1,000.00) for any employee during any FSA Plan Year. Below are examples demonstrating the Board's contribution levels under the above arrangement:

Employee Salary Reduction	Board Contribution
\$0	\$500
\$250	\$500
\$750	\$750
\$1,000	\$1,000
\$1,250	\$1,000

In the event an employee who has taken the medical reimbursement benefit option encounters a qualifying event and enrolls in the District's group health insurance plan later in the same fiscal year, the employee shall be obligated to repay the used portion of said medical reimbursement benefit to the District prior to the end of the same calendar year. Teachers who qualify for this benefit mid-year shall receive an amount prorated to the end of the calendar year. Teachers who elect this benefit mid-year and no longer qualify shall have this benefit lowered by prorating from the beginning of the calendar year.

11.06.16 Medical Insurance Reopener

The Board may invoke reopener negotiations of this Agreement if the average annual increase of the premiums for the District's collective medical insurance plans exceeds six percent (6%) for the 3-year period of the 2019-2020, 2020-2021 and 2021-2022 school years. If the Board desires to invoke reopener negotiations, it shall notify the Association in writing no later than sixty (60) calendars days after receiving the medical insurance renewal rates for the 2021-2022 school year. The Board and Association must then commence negotiations no later than thirty (30) calendars days after the Association's receipt of the Board's written notice (unless the parities mutually agree to extend the date). Any agreement(s) reached by the negotiation teams shall be subject to ratification by the Association and approval by the Board. In the unlikely event that the negotiation teams are unable to reach an agreement after mediation and impasse or ratification is unsuccessful, the Agreement shall expire on June 30, 2022, and the Board and the Association each reserve their rights and obligations under the *Illinois Educational Labor Relations Act*.

11.07 DENTAL INSURANCE PLANS I & II

District 230 will pay 50% of the cost of the Single and Family Plans.

11.08 VISION

District 230 will pay 100% of the costs of the monthly premium for vision service for the employee. The monthly premium for dependent coverage will be at full cost to the employee.

11.09 Plan costs will be determined annually based on documented experience of each plan.

11.10 TEMPORARY DISABILITY

The Board will pay its portion of the monthly premium for a teacher on temporary disability for 12 subsequent premium months, or the period he/she is on temporary disability, not to

exceed 12 months, for each separate incident of temporary disability. A teacher not eligible for temporary disability shall have his/her monthly premiums paid by the Board for 3 premium months after the individual no longer receives salary or sick pay from the Board.

- 11.11 The Board will provide disability insurance coverage to members of the teachers' bargaining unit whose employment FTE qualifies them for participation in the plan according to the rules of the disability insurance provider. The full cost will be paid by the Board. Any increases in the disability insurance rate from .30 cents per thousand will be shared on a 50/50 basis between the Board and the individual teacher. Such teacher contributions will be subject to payroll deduction. If the disability insurance rate drops below the .30 per thousand rate level the Board will not reimburse the teacher for the difference.
- 11.12 If a teacher is employed to teach less than full-time, the teacher shall receive only the prorated portion of those fringe and insurance benefits for which the Board pays. A tenured teacher reassigned to part-time employment at the request of the District shall continue to receive the full portion of these fringe and insurance benefits for which the Board pays.
- 11.13 Upon proper written request to the Superintendent of Schools, tax sheltered annuity programs are available. If an individual selects a tax sheltered annuity program he/she may select the company of his/her choice, from a list of options provided by the District, subject to approval of the Board.

11.14 VOLUNTARY RETIREMENT INCENTIVE PROGRAM

The District shall offer a Voluntary Retirement Incentive Program for eligible teachers as set forth below. The Program offers (1) pre-retirement salary increases for up to four (4) years prior to retirement (alternative plans for 3, 2 and 1 year elections), (2) a possible grant of sick leave days and (3) post-retirement health insurance supplements. Teachers who will be eligible to retire with TRS no earlier than the end of the 2019-2020 school year, but no later than the end of the 2027-2028 school year, may be eligible to participate in this Program.

11.14.1 Eligibility Requirements

To be eligible for the benefits set forth in Section 11.14.3, a teacher must meet all of the following eligibility requirements:

- 1. Ten (10) years of full-time employment with School District 230;
- 2. Submit a notice of retirement in compliance with Section 11.14.2;
- 3. Must not cause the School District to incur a TRS Excess Salary Penalty;
 - a. The District will use a "look back" procedure to determine if a TRS Excess Salary Penalty will occur:
 - i. Notice submitted 5th year before retirement = no look back
 - ii. Notice submitted 4th year before retirement = One (1) year prior look back
 - Notice submitted 3rd year before retirement = Two (2) years prior look back
 - iv. Notice submitted 2nd year before retirement = Three (3) years prior look back

- v. Notice submitted year of retirement = Three (3) years prior look back
- b. A teacher, who is contemplating submitting a written notice of retirement in the future, may submit in writing a letter to the District to voluntarily cap his/her creditable earnings at an amount that does not cause a TRS Excess Salary Penalty so as to preserve his/her future eligibility for retirement benefits. When applying the voluntary cap, the Board shall exclude any increases in the teacher's creditable earnings that are either statutorily "grandfathered" or exempt from excess salary contributions to TRS. A teacher who voluntarily caps his/her creditable earnings shall not be entitled to a refund in the event his/her retirement plans later change.
- 4. Must not be participating in any other retirement program made available under a previous collective bargaining agreement;
- 5. Must resign from the School District no earlier than the end of the school year during which the teacher is first eligible to retire with TRS, but no later than the end of school year during which the teacher is first eligible to retire with a TRS non-discounted annuity (age 60 or 35 years of TRS service credit, whichever is first) unless the Board grants a one year extension (SEE paragraph c immediately below**).
 - a. If using 35 years of service to attain a TRS non-discounted annuity, the teacher has discretion in deciding whether to use accumulated sick leave when calculating when he/she is first eligible for a TRS non-discounted annuity.
 - b. If using age 60 to attain a TRS non-discounted annuity, the age requirement must be met (a) on or before June 30 of the school year at the end of which the teacher will resign or (b) on or before December 31 of the school year immediately following the school year at the end of which the teacher will resign; at the option of the teacher.
 - c. **The teacher may request to retire no later than the end of the school year following the school year during which he/she first became eligible for a TRS non-discounted annuity and still be eligible for the benefits in Section 11.14.3. The Board has the sole discretion to deny or accept the request and the parties to this Agreement agree that the granting or denying of such request shall be non-grievable and non-precedential.

11.14.2 Retirement Notice Requirements / Request to Revoke Retirement

Pursuant to the eligibility requirements set forth in Section 11.14.1, a teacher must submit a notice of retirement by May 1st of the school year prior to the school year during which the teacher will begin receiving the salary increases set forth in Section 11.14.31. The notice may not be submitted any earlier than the fifth school year prior to the teacher's date of resignation. The last notices accepted under this Agreement shall be submitted on or before May 1, 2024, with a resignation date no later than the end of the 2027-2028 school year.

For the 2019-2020 school year only, a teacher who submits a retirement notice on or before January 1, 2020, may choose to begin receiving the salary increases set forth in Section 11.14.31 that same 2019-2020 school year.

A notice of retirement shall be considered irrevocable unless the Board, in its discretion, determines otherwise following the teacher's written request to revoke the notice of

retirement based on a significant change in the teacher's life circumstances. The Board's decision regarding any request to revoke shall be considered both non-grievable and non-precedential.

11.14.3 Retirement Program Benefits (11.14.31 through 11.14.33)

11.14.31 3% Salary Increases

A teacher who meets the eligibility requirements set forth in Section 11.14.1 shall receive a three percent (3%) increase in the teacher's creditable earnings for a maximum of each of the last four (4) years (alternative plans for 3, 2 and 1 year elections). The board will increase creditable earnings by three percent (3%) over the previous year's creditable earnings for those earnings attributable to permanent assignments only (e.g., base salary, co-curricular, and leadership positions), less any earnings for which the teacher no longer provides services to the District.

	If notification is given by January 1st,	If notification is given by				
	2020	May 1 st , 2020	May 1 st , 2021	May 1 st , 2022	May 1 st , 2023	May 1st, 2024
If						FY 25 – 3%
retirement						FY 26 – 3%
date is						FY 27 – 3%
June,						FY 28 – 3%
2028						
If					FY 24 – 3%	FY 24 – 0%
retirement					FY 25–3%	FY 25– 3%
date is					FY 26– 3%	FY 26– 3%
June,					FY 27 – 3%	FY 27 – 3%
2027				5) / 22 22 /	5 1/22 22/	5 1,00 00/
lf				FY 23 – 3%	FY 23 – 0%	FY 23 – 0%
retirement				FY 24 – 3%	FY 24 – 3%	FY 24 – 0%
date is				FY 25 – 3%	FY 25 – 3%	FY 25 – 3%
June, 2026				FY 26 – 3%	FY 26 – 3%	FY 26 – 3%
2026 If			FY 22 – 3%	FY 22 –0%	FY 22 – 0%	FY 22 – 0%
retirement			FY 23 – 3%	FY 23 – 3%	FY 23 – 0%	FY 22 – 0% FY 23 – 0%
date is			FY 24 – 3%	FY 24 – 3%	FY 24 – 3%	FY 24 – 0%
June,			FY 25– 3%	FY 25– 3%	FY 25– 3%	FY 25– 3%
2025			1 1 25- 370	1 1 25- 570	1 1 25- 570	1 1 25- 570
If		FY 21 – 3%	FY 21– 0%	FY 21– 0%	FY 21-0%	
retirement		FY 22 – 3%	FY 22 – 3%	FY 22 – 0%	FY 22 – 0%	
date is		FY 23 – 3%	FY 23-3%	FY 23-3%	FY 23-0%	
June,		FY 24 – 3%				
2024						
If	FY 20 – 3%	FY 20 – 0%	FY 20 – 0%	FY 20 – 0%		
retirement	FY 21 – 3%	FY 21 – 3%	FY 21 – 0%	FY 21 – 0%		
date is	FY 22 – 3%	FY 22 – 3%	FY 22 – 3%	FY 22 – 0%		
June, 2023	FY 23 – 3%	FY 23 – 3%	FY 23 – 3%	FY 23 – 3%		

IC DUAL	E)/ 00 00/	E\/ 00 00/	EV 00 00/		
If RIW	FY 20 – 3%	FY 20 – 0%	FY 20 – 0%		
retirement	FY 21 – 3%	FY 21 – 3%	FY 21 – 0%		
date is	FY 22 – 3%	FY 22 – 3%	FY 22 – 3%		
June,					
2022					
If RIW	FY 20 – 3%	FY 20 – 0%			
retirement	FY 21 – 3%	FY 21 – 3%			
date is					
June,					
2021					
If RIW	FY 20 – 3%				
retirement					
date is					
June,					
2020					

A teacher under this Program shall not be able to earn a salary increase that causes a TRS Excess Salary Penalty regardless of assignment, the performance of hourly duties or possible movement on either the salary schedule or co-curricular schedule. In addition, a teacher under this Program is also responsible for managing his/her creditable earnings including any extra duty assignments or movement on either the salary schedule or co-curricular schedule that may impact such creditable earnings. The District shall monitor and, if necessary, adjust such earnings beginning in the school year in which the teacher provides notice of intent to retire.

11.14.32 Post Retirement TRIP Health Insurance Contribution

A teacher who meets the eligibility requirements set forth in Section 11.14.1 shall receive a District health insurance contribution for the teacher's TRIP insurance costs in the amount and for the duration set forth below. Teachers shall not be permitted to remain on the District's health insurance plan after retirement except as required by law. Teachers may continue to participate in the District's dental and vision insurance at their own expense.

- Teachers with 10 to 19 years of full-time employment with School District 230:
 - a. Up to \$12,000 per year, for single coverage up to two dependents if in the last year of active employment the teacher was enrolled in a District health plan with single coverage. The District will pay up if in the last year of active employment the teacher was enrolled in a District health plan, with family coverage.
 - The District will make its contribution toward the premium cost of TRIP for the length of five (5) years or up to the eligibility for Medicare whichever comes first.
- Teachers with 20 or more years of full-time employment with School District 230:
 - a. Up to \$14,000 per year, for single coverage up to two dependents if in the last year of active employment the teacher was enrolled

in a District health plan with single coverage. The District will pay if in the

- last year of active employment the teacher was enrolled in a District health plan, with family coverage.
- b. The District will make its contribution toward the premium cost of TRIP for the length of ten (10) years or up to the eligibility for Medicare whichever comes first.
- c. The contribution will be made for only nine (9) years or up to the eligibility for Medicare whichever comes first, if the teacher receives a grant of sick leave days under Section 11.14.33.

The Board may, in its discretion, determine to approve a request to participate in this post retirement TRIP health insurance contribution from a teacher who does not meet the eligibility requirements in Section 11.14.1. The Board's decision regarding any such request to participate in retiree health insurance benefits under this Section 11.14.32 shall be considered both non-grievable and non-precedential.

In the event the T.R.I.P. insurance plan ceases to exist, District 230 retirees retiring under this agreement who are enrolled in the T.R.I.P. plan and receiving premium support from District 230 as defined in this Section **11.14.32** shall have the option of switching to any 3rd party medical plan that is both not provided to the retiree as an employee and the retiree is listed as primary on the policy. If a 3rd party medical plan is selected by the retiree, the District will continue to provide the \$12,000 or \$14,000 annual subsidy in accordance with Section **11.14.32** (i)b and (ii)b above.

11.14.33 Granting of Sick Leave Days for FMLA Leaves

A teacher who is eligible for the benefits set forth in 11.14.31 and 11.14.32 and who also meets the additional eligibility requirements in Section 11.14.33(i) shall receive a one-time lump sum grant of sick leave days as set forth below in Section 11.14.33(ii). A teacher who receives a grant of sick leave under this Section shall receive the Post Retirement TRIP Health Insurance Contribution in Section 11.14.32 for up to nine (9) years or up to the eligibility for Medicare, whichever comes first. Also, a teacher who receives a grant of sick leave under this Section is not eligible for payment under Section 11.17.

- i. Additional Eligibility Requirements:
 - a. Twenty (20) years of full-time employment with School District 230;
 - Submit a notice of retirement in compliance with 11.14.2 during the fifth year prior to resignation from the School District that includes a request for a grant of sick leave days;
 - Submit most recent TRS benefits report showing number of sick leaves days submitted to TRS from prior employers, if any;
 - d. Must have at least 140 accumulated sick leave days from School District 230 at the time the notice of retirement is submitted (do not include days yet to be earned for the final four (4) years of employment); and
 - e. Must not have 340 or more accumulated sick leave days from a combination of prior employers (as indicated on the TRS benefits report) and School District 230 at the time the notice of retirement is submitted.

ii. Grant of Sick Leave Days:

A teacher who meets the eligibility requirements set forth in Section 11.14.33(i) shall receive a grant of sick leave days in the amount set forth below:

- a. Any sick leave days used for a continuous absence of at least five (5) work days due to illness, disability, birth or adoption, as certified by a medical physician and/or designated as FMLA as of the end of the school year immediately before the fifth year prior to resignation shall be credited back into the teachers available sick leave provided such gift shall not result in the teacher attaining more than 340 sick leave days.
 - i. When determining whether a teacher has reached the 340 sick leave accumulation limit, the following will be considered:
 - days submitted to TRS by a prior employer (as indicated on the TRS benefits report); and
 - 2. ten (10) sick leave days per year of the thirteen (13) per year yet to be earned during the final four (4) years if employment with School District 230 (total of forty (40).
 - ii. EXAMPLE: Teacher has 140 accumulated sick leave days with District 230 at beginning of fifth year before retirement. Teacher also has forty (40) sick leave days submitted to TRS by prior employer(s). Teacher took two (2) FMLA leaves for birth of a child using a total of sixty (60) of the teacher's own accumulated sick leave days.
 - 1. To determine the 340 day cap for the grant of sick leave days, add together the unused days accumulated with District 230 (140), the days submitted to TRS by prior employers (40) and ten(10) days per year to be earned during the teacher's final four (4) years before retirement (40) for a total of 220 days which leaves up to 120 days before the teacher hits the 340 day cap.
 - District would grant her back the sixty (60) days used for FMLA leaves. Teacher now has a total of 200 days with District 230 and forty (40) days with TRS for a total of 240 accumulated sick leave days.
 - 3. Teacher can then save up to thirteen (13) sick leave days per year for up to another fifty-two (52) days bringing the total to 292 days so be considered by TRS for service credit.
 - Teacher can further increase accumulated sick leave by converting unused personal leaves days into sick leave days.

11.15 POST RETIREMENT INSURANCE BENEFITS FOR RETIREES NOT ELIGIBLE UNDER SECTION 11.14.32.

Teachers who remain employed with District 230 beyond the year during which they become first eligible for a TRS non-discounted annuity, shall receive a District health insurance contribution for the teacher's TRIP insurance costs in the amount and for the duration set forth below in Section 11.15.2 provided they meet the following eligibility requirements in Section 11.15.1.

11.15.1 Eligibility Requirements

To be eligible for the benefits set forth in Section 11.15.2, a teacher must meet all of the following eligibility requirements:

- 1. Ten (10) years of full-time employment with School District 230;
- 2. Submit a notice of retirement by May 1st of the school year at the end of which the teacher will resign.
 - Resignation date in the notice must be for the end of a school year that is no more than seven (7) years after the school year during which the teacher first became eliqible for a TRS non-discounted annuity; and
 - b. Last notice accepted under this agreement shall be May 1, 2024, with a retirement date no later than the end of the 2023-2024 school year.
- 3. Must not cause the School District to incur a TRS Excess Salary Penalty;
 - a. The District will use a "look back" procedure to determine if a TRS Excess Penalty will occur.
 - b. A teacher, who is contemplating submitting a written notice of retirement in the future, may submit in writing a letter to the District to voluntarily cap his/her creditable earnings at an amount that does not cause a TRS Excess Salary Penalty to preserve his/her future eligibility for retirement benefits. When applying the voluntary cap, the Board shall exclude any increases in the teacher's creditable earnings that are either statutorily "grandfathered" or exempt from excess salary contributions to TRS. A teacher who voluntarily caps his/her creditable earnings shall not be entitled to a refund in the event his/her retirement plans later change.
- 4. Must not be participating in any other retirement program made available under a previous collective bargaining agreement;

11.15.2 Post Retirement Insurance Contribution Towards TRIP

A teacher who meets the eligibility requirements set forth in Section **11.15.1** shall receive a District health insurance contribution for the teacher's TRIP insurance costs in the amount and for the duration set forth below. Teachers shall not be permitted to remain on the District's health insurance plan after retirement except as required by law. Teachers may continue to participate in the District's dental and vision insurance at their own expense.

Number of years Retiree Teachers Past First year of Eligibility:	District Contribution (per year):
1	\$10,000
2	\$ 8,000
3	\$ 6,000
4-7	\$ 4.000

The District will contribute towards single coverage up to two dependents if in the last year of active employment the teacher was enrolled in a District health plan with single coverage. The District will contribute towards family coverage (up to two dependents) if in the last year of active employment the teacher was enrolled in a District health plan, with family coverage.

1. Teachers with 10 to 19 years of full-time employment with School District 230:

- a. The District will make its contribution toward the premium cost of TRIP for the length of five (5) years or up to the eligibility for Medicare whichever comes first.
- 2. Teachers with 20 or more years of full-time employment with School District 230:
 - The District will make its contribution toward the premium cost of TRIP for the length of ten (10) years or up to the eligibility for Medicare whichever comes first.

In the event the T.R.I.P. insurance plan ceases to exist, District 230 retirees retiring under this agreement who are enrolled in the T.R.I.P. plan and receiving premium support from District 230 as defined in this Section **11.15.2** shall have the option of switching to any 3rd party medical plan that is both not provided to the retiree as an employee and the retiree is listed as primary on the policy. If a 3rd party medical plan is selected by the retiree, the District will continue to provide the \$4,000 to \$10,000 annual subsidy in accordance with Section **11.15**.

- 11.16 Except as provided under Section 11.14.33, the granting of sick days shall be within the discretion of the Board. To be eligible for consideration, the Teacher must (1) have ten (10) years of continuous District 230 service and (2) must have at least 100 sick leave days accumulated from District 230 at the time of the request. In such case, the Board shall consider, among other factors, the history of use of sick leave by the involved teacher and whether the granting of such sick leave days will be in the best financial interest of the District. The parties to this Agreement agree that the granting or denying of sick leave shall be non-grievable and non-precedential.
- 11.17 Unused sick leave payment will be made in a lump sum of \$30.00 for each unused sick leave day not submitted to TRS for service credit, with such payments to be made post retirement as post retirement service recognition bonus and, therefore, shall be treated as non-creditable earnings. Only sick leave days earned in District 230 under Section 6.01.1 above will be eligible for such payment. Teacher who receive a grant of sick leave under Section 11.14.33 are not eligible for payment under this Section.
- 11.18 In the event that there is a change in the current law with the respect to retirement incentives that renders any portion of the current retirement language illegal or which results in additional fiscal obligations of the District which are not contemplated by this Agreement, the parties shall bargain the impact of such changes. Employees, who submitted letters of retirement with the expectation that they would receive the benefits provide herein, shall have the option of revoking their letter of retirement. In negotiating the impact of law changes, the District is obligated to expend no less than the total dollar amount that it would have had to expend to provide for current retirement benefits. Any interim bargaining shall be limited to addressing the impact of changes in the law with respect to retirement.

ARTICLE XII ACADEMIC FREEDOM

12.01 The Board and the Association seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an

atmosphere which is free from improper censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

- 12.02 Academic freedom shall be guaranteed to a teacher with regard to study, investigation, presentation, and interpretation of facts and ideas, and evaluation of students provided (1) the teacher is factual, objective and respects the professional nature of his/her responsibilities, and (2) the Board or its designee shall approve any matter introduced into teaching. The curriculum should be effectively communicated and available to all teachers.
- 12.03 Complaints by persons other than Licensed District employees which reflect on the professional status of a teacher shall be in writing and identify the charging party. The teacher, administration and association shall be notified in writing within 10 days of any such complaints. A complaint may not be placed in the teacher's file, used in an evaluation for salary increases, tenured status, dismissal or assignment if the affected teacher has not been so notified.
- 12.04 Complaints concerning material used by a teacher shall be submitted to the principal in writing and identify the charging party. The principal shall arrange for a meeting of the principal, the affected teacher and the complainant, if possible, to attempt to resolve the complaint informally. If the complaint is not so resolved, the complaint shall be submitted to the Academic Standards Committee (ASC) for a recommendation. The ASC shall consist of: 2 members appointed by the President of the Association; 2 members appointed by the Superintendent; 3 members appointed one each by the President of the Sandburg PTSA, Stagg Citizens Association and the Andrew PFSO, and 3 members appointed one each by the President of each Student Council. When a new school is added in the District, the parties shall meet to consider revision of the ASC to continue to have proportionate representation for all interested groups listed above.

The principal shall cause the ASC to meet within 2 weeks after the complaint is referred to the ASC. The ASC shall review the material in question, hear testimony, if any, and make its recommendation within 30 days thereafter. The Board shall review the recommendation of the ASC and render its decision in writing with rationale within 30 days thereafter.

A teacher shall not take any reprisals against any student(s) as a result of any complaint against him/her. Violation of this Section shall result in discipline (including discharge, where warranted) of the teacher.

ARTICLE XIII RELEASED TIME FOR ASSOCIATION OFFICERS

13.01 Association officers and members of the Teachers' Negotiating Team, but not more than 10 in number, shall occasionally receive released time, subject to the approval of the administration and the Executive Council. Arrangements shall be made as far in advance as possible. The Association shall reimburse the School District for substitute expenses incurred.

This Section shall not permit or apply to requests for released time to attend any meetings of the IEA, NEA or any comparable teacher organization, provided that the Board agrees that the Association may select (a) one person to attend the Illinois Board of Directors' meeting of the IEA, and (b) the allocated number of persons to attend the winter Representative Assembly of the IEA, which assembly is normally held in the Chicago area.

Upon written notice to the Board, as far in advance as possible, such persons shall receive released time for such attendance. The Association shall reimburse the School District for substitute expenses incurred.

13.02 The Board shall provide two hours of permanent release time for the President of the Association and one-half period for each school's building chairperson during the year of their term of office. The cost of the second hour of permanent release time for the President of the Association will be borne by the Association at the substitute rate of pay.

In addition, for all Association representatives, any other necessary release time from classes on a period by period basis, upon notification of the building Principal, will be reimbursed by the Association at the substitute rate of pay.

ARTICLE XIV GRIEVANCE

14.01 GRIEVANCE PROCEDURE

A grievance shall mean any complaint by the Association or by a bargaining unit member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

- **14.02** The primary purpose of the grievance procedure set forth in this article is to secure, at the earliest time and at the lowest level possible, equitable solutions to the problems of the parties.
- 14.03 The time limits in the grievance procedure are to enable the parties to resolve disputes in a timely manner. Application for an extension of time limits shall be made prior to the expiration of the agreed time limit. By mutual agreement, in writing, any time limit set forth below may be changed. All time limits shall consist of days when the Central Administration Office is officially open for business.

14.04 REPRESENTATION

- a. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- b. When a teacher is not represented by the Association, the Association shall have the right to have its representative present to state its views at all stages of the grievance procedure. The Association President shall be notified of the final disposition of the grievance. Any grievance disposition shall not be in conflict with any of the terms or conditions of the Agreement.

14.05 GENERAL PROVISIONS

14.05.1 The Board, the Administration, and the Association shall cooperate with each other in the investigation of any grievance, and further, they shall furnish each other with such pertinent information not privileged under law in its possession or control and which is relevant to the issues raised by the grievance.

- **14.05.2** No reprisals of any kind shall be taken by the Board or the administration against a teacher because of his/her participation in the grievance procedure, nor shall any reprisals be taken against the Administrators.
- **14.05.3** If the Board shall require a teacher or an Association representative to be released from his/her regular assignment for the investigation processing or processing of any grievance, he/she shall be released without loss of pay or benefits. If said meeting is held on school time at the request of the administrator or Board, the Board shall pay costs incurred. If said meeting is scheduled at the request of the Association, the Association shall pay costs incurred.
- **14.05.4** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- **14.05.5** All sessions held in connection with the processing of grievances shall be in closed session and no news releases shall be made concerning the process of the hearing.
- **14.05.6** A grievance may be withdrawn by mutual agreement at any level without establishing precedent.
- **14.05.7** If the Association and the Superintendent agree, any step(s) of the grievance procedure may be by-passed and the grievance brought directly to the next step.
- **14.05.8** A teacher is encouraged to bring any other complaint which is not a grievance or problem, as defined in Section **14.01**, to the attention of his/her immediate supervisor. If the said complaint is not resolved by his/her immediate supervisor, the teacher may bring said complaint successively to the attention of the next higher level of the administration up to and including the Superintendent.

14.06 GRIEVANCE PROCEDURES

- a. Step 1 Prior to the filing of a formal, written grievance, the grievant and his/her supervisor shall attempt to resolve the grievance in an informal, verbal discussion. Such attempt to resolve any grievance informally shall be made within fifteen (15) days from the date of the event giving rise to the grievance, or within fifteen (15) days from the date that the event was known or should have been known.
- b. Step 2 If the grievance is not resolved at Step I, the Association or grievant shall present the grievance in writing to the grievant's immediate supervisor, and/or the administrator who has authority to make the decision on the grievance. The written grievance must be filed within twenty-five (25) days from the date of the event-giving rise to the grievance, or within twenty-five (25) days from the date that the event was known or should have been known. Within ten (10) working days from the time of the filing at Step 2, the administrator shall, at a mutually agreeable time, discuss the matter with the grievant, and the Association representative, with the objective of resolving the matter. The administrator shall respond to the grievance in writing, and shall include the reasons for the decision. Copies of the response shall be sent to the grievant, to the Association representative and Association president within ten (10) working days following the Step 2 meeting.
- c. Class grievances involving more than one teacher or more than one supervisor and

- grievances involving an administrator above the building level, may be initially filed by the Association at Step 2 of the grievance procedure.
- d. Step 3 In the event a grievance has not been satisfactorily resolved at Step 2, the grievant or the Association shall refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of the Step 2 written response. The Superintendent shall arrange for a meeting to take place within ten (10) days of receipt of the appeal at a time when all parties are able to attend. Within ten (10) days of the meeting, the Superintendent shall provide a written response to the grievance. The response shall include the reasons for the decision. Copies of the response shall be sent to the grievant, the Association representative, and the Association President.
- e. Step 4 If the Association is not satisfied with the disposition of the grievance at Step 3, the Association representative may submit the grievance to impartial arbitration. A written request for arbitration must be submitted to the Superintendent and the School Board within ten (10) days of receipt of the Superintendent's written decision.
- f. The arbitration proceeding shall be conducted by an Arbitrator, who shall be selected by the parties within ten (10) days after arbitration notice is given. If the parties fail to reach agreement on an Arbitrator within ten (10) days, the parties shall request a panel of seven (7) arbitrators from the American Arbitration Association (A.A.A.). The parties shall select the Arbitrator by taking turns striking names from the list. The last remaining name on the list shall be selected as the Arbitrator. A second panel of names may be requested from A.A.A. in the event that the parties are not able to agree on an Arbitrator. The decision of the Arbitrator must be based solely on his/her interpretation of the relevant language of the Agreement. The Arbitrator's award shall not amend, modify, nullify, ignore, or add to the provision of this agreement.
- 14.07 Expenses for the Arbitrator's services and the expenses, which are common to both parties in the arbitration, shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

ARTICLE XV DISTRIBUTION OF AGREEMENT

- **15.01** At the time the Agreement has been approved by both the Board and the Association, professionally printed booklet form copies will be prepared for general administrative use, plus one copy for each member of the Licensed staff, plus five additional copies for Association files. The copies for teachers shall be given to the president of the Association for distribution he/she shall certify in writing that each teacher has received his/her copy. It shall be the responsibility of the Association to see that a teacher employed after the general distribution of this Agreement is made, receives a copy of the current Agreement.
- **15.02** The annual cost of printing and distributing this Agreement shall be shared equally by the Board and the Association.

ARTICLE XVI NO-STRIKE PROVISION

16.01 The Association recognizes the need for continuous and uninterrupted operation of the instructional program and the avoidance of disputes which threaten to interfere with such operations. The Association therefore agrees that, during the period of this agreement, it will not engage in any strike.

ARTICLE XVII CONFORMITY TO LAW

- 17.01 Should any part hereof or any provisions herein contained be rendered or declared illegal or modified by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, then that part shall be deleted from this Agreement only to the extent that it violates or contradicts the law. Should any additional modification or change be made in the Agreement, it shall be necessary that the parties mutually agree to those terms, if any, in writing.
- **17.02** In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII NO REPRISALS

18.01 The School Board and the administration of Consolidated High School District No. 230 and the District 230 Educational Association/ Illinois Education Association/National Education Association hereby agree that they will not initiate, authorize, commence, or participate in any reprisals or recriminations against any employees of the District as a result of such employees' participation or non-participation in or support or non-support of the collective bargaining process and/or job action.

ARTICLE XIX DURATION

19.01 The duration of this Agreement shall run from the first day of the 2019-2020 school year through the first day immediately preceding the 2024-2025 school year.

ARTICLE XX COMPLETE UNDERSTANDING CLAUSE

20.01 The parties hereby acknowledge that this Agreement terminates and supersedes any and all prior Agreements and practices, policies, rules or regulations concerning subjects covered herein and is a full settlement of all outstanding issues between the parties. It is understood that while this Agreement concludes all obligations to bargain or negotiate during its terms, the parties may at any time by mutual consent amend this Agreement.

ARTICLE XXI ACCEPTANCE OF AGREEMENT

- 21.01 The Board and the Association pledge their continuing efforts to provide the best possible educational opportunities for the students of District No. 230 and to provide for the best possible conditions for the performance of professional services.
- 21.02 This Agreement signed and adopted this

July 31, 2019

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board, the Association and the teachers.

DISTRICT 230

TEAGHERS' ASSOCIATION

BY:

PRESIDENT

REPRESENTATIVE

BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT 230

PRESIDENT

SECRETARY

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