



**AGREEMENT**  
**Between the**  
**LISLE EDUCATION ASSOCIATION**  
**and the**  
**BOARD OF EDUCATION**

LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202  
DUPAGE COUNTY, ILLINOS

2019-2020

# Table of Contents

---

DEFINITIONS.....	6
1. TEACHER.....	6
2. SCHOOL DAY.....	6
3. BUSINESS DAY.....	6
4. CALENDAR DAY.....	6
ARTICLE I .....	7
RECOGNITION .....	7
1.A ASSOCIATION RECOGNITION .....	7
1.B EXCLUSIVE BARGAINING AGENT .....	7
ARTICLE II .....	8
DEFINITION OF RESPONSIBILITIES AND RIGHTS.....	8
2.A GOOD FAITH NEGOTIATIONS .....	8
2.B BOARD RIGHTS.....	8
2.C RIGHT TO ORGANIZE.....	8
2.D NON-DISCRIMINATION .....	8
2.E BULLETIN BOARDS, MAILBOXES .....	8
2.F USE OF BUILDINGS .....	8
2.G MATTERS DISCUSSED WITH STUDENTS .....	9
2.H REQUEST FOR INFORMATION .....	9
2.I RIGHT TO REPRESENTATION .....	9
2.J NOTICE TO REMEDY .....	9
2.K PARENT COMPLAINT.....	10
ARTICLE III .....	11
NEGOTIATIONS PROCEDURES.....	11
3.A SELECTION OF TEAM .....	11
3.B STARTING DATE / FIRST PROPOSALS .....	11
3.C TENTATIVE AGREEMENTS / MINUTES .....	11
3.D RATIFICATION / APPROVAL.....	11
3.E IMPASSE / MEDIATION .....	11

3.F GROUND RULES FOR NEGOTIATIONS.....	12
ARTICLE IV .....	13
GRIEVANCE PROCEDURE .....	13
4.A DEFINITION .....	13
4.B TIME LIMITS.....	13
4.C PROCEDURES.....	13
4.D STATEMENT OF BASIC PRINCIPLES.....	14
ARTICLE V .....	16
STUDENT DISCIPLINE .....	16
5.A TEACHER RESPONSIBILITIES / BOARD SUPPORT .....	16
5.B STUDENT INSTRUCTIONS .....	16
5.C DISCIPLINE PROCEDURES .....	16
5.D PERSONAL ASSAULT .....	16
ARTICLE VI .....	17
VACANCIES, TRANSFERS, ASSIGNMENTS AND PROMOTIONS .....	17
6.A NOTICE OF VACANCIES .....	17
6.B TRANSFER-DEFINITION / APPLICATION.....	17
6.C TRANSFER-TEACHER CONFERENCE.....	17
6.D INVOLUNTARY TRANSFER-PROCEDURES .....	17
6.E FULL-TIME / PART-TIME ASSIGNMENTS.....	18
ARTICLE VII .....	19
STAFF REDUCTION .....	19
7.A NOTIFICATION OF RECOMMENDATION FOR REDUCTION.....	19
7.B NOTICE OF DISMISSAL .....	19
7.C HONORABLE DISMISSAL LIST .....	19
7.D DETERMINATION OF SENIORITY .....	20
7.E RECALL .....	20
7.F CONTINUOUS SERVICE LIST .....	21
7.G ADDRESS ON FILE .....	21
ARTICLE VIII .....	22
EVALUATIONS.....	22
8.A OBJECTIVE .....	22

8.B	DESIGNATION OF EVALUATOR .....	22
8.C	ORIENTATION PROCEDURE.....	22
8.D	TEACHER KNOWLEDGE / CONTINUOUS OBSERVATION .....	22
8.E	FORMAL EVALUATION PROCEDURES.....	22
8.F	NON-TENURED TEACHER EVALUATION.....	23
8.G	TENURED TEACHER EVALUATION .....	23
8.H	NON-TENURED TEACHER ASSISTANCE .....	23
8.I	NON-TENURED TEACHER DISMISSAL .....	23
8.J	REMEDATION PROCEDURE.....	24
8.K	REVIEW OF PERSONNEL FILE .....	25
8.L	PERSONNEL FILE CONTENTS.....	25
8.M	COPY OF MATERIALS TO TEACHER.....	25
8.N	EVALUATION INSTRUMENT .....	25
8.O	CONSULTATION ON PLAN DEVELOPMENT .....	26
ARTICLE IX	.....	27
LEAVES.....	.....	27
9.A	SICK LEAVE .....	27
9.	BEREAVEMENT LEAVE.....	27
9.C	SABBATICAL LEAVE .....	28
9.D	PERSONAL LEAVE / RELIGIOUS LEAVE .....	28
9.E	LEAVE OF ABSENCE.....	29
9.F	PARENTAL LEAVE .....	29
9.G	FAMILY MEDICAL LEAVE ACT (FMLA) .....	31
9.H	ASSOCIATION LEAVE.....	33
9.I	LOBBYING LEAVE .....	33
ARTICLE X	.....	34
WORKING CONDITIONS .....	.....	34
10.A	REQUIRED FACILITIES.....	34
10.B	INTERNAL SUBSTITUTES .....	34
10.C	TRAVELING TEACHERS.....	34
10.D	CALENDAR .....	34
10.E	WORK YEAR.....	34
10.F	WORKDAY / WORK LOAD.....	35

10.G	PROFESSIONAL COUNCIL .....	36
10.H	NON-TENURED TEACHERS – EXTRA DUTY ASSIGNMENTS.....	37
10.I	COMMITTEE WORK / STAFFINGS .....	37
ARTICLE XI	.....	38
PROFESSIONAL COMPENSATION AND RELATED PROVISIONS	.....	38
11.A	SALARIES / BENEFITS.....	38
11.B	TRAVEL REIMBURSEMENT .....	38
11.C	MEMBERSHIP DUES.....	38
11.D	NUMBER OF PAYS / PAY DATES.....	39
11.E	HORIZONTAL MOVEMENT ON SALARY SCHEDULE .....	39
11.F	REQUIRED CLASSES .....	41
11.G	NATIONAL BOARD CERTIFICATION STIPEND .....	41
11.H	RETIREMENT PROGRAM.....	41
ARTICLE XII	.....	45
EFFECT OF AGREEMENT.....		45
12.A	MODIFICATION OF CONTRACT.....	45
12.B	DELETION OF ILLEGAL MATERIAL.....	45
ARTICLE XIII	.....	46
DURATION AND ACCEPTANCE OF AGREEMENT .....		46
13.A	EFFECTIVE DATES.....	46
13.B	DATE OF SIGNING.....	46
APPENDIX A .....		47
SALARY SCHEDULES.....		47
APPENDIX A .....		48
2019-2020 sALARY SCHEDULE (BPRRS).....		48
APPENDIX A .....		49
2019-2020 SALARY SCHEDULE (NO BPTRS) .....		49
APPENDIX B .....		50
EXTRA DUTY.....		50
Supplements and Stipulations.....		50
APPENDIX B .....		55
EXTRA DUTY SCHEDULE (BPTRS) .....		55

APPENDIX B .....	58
EXTRA DUTY SCHEDULE (NO BPTRS) .....	58
APPENDIX C .....	61
GROUP INSURANCE PROGRAM.....	61
General Information .....	61
Health Insurance Review Committee.....	61
SCHEDULE OF BENEFITS .....	62
CAFETERIA PLAN .....	63
APPENDIX D .....	64
SHORT TERM & PARENTAL LEAVE OPTIONS .....	64
MEMORANDUM OF AGREEMENT .....	65
RETIREMENT CAP .....	65
MEMORANDUM OF AGREEMENT .....	68
INSURANCE PREMIUMS FOR PART-TIME EMPLOYEES.....	68
LETTER OF INTENT .....	70
1.    NON-ROUTINE TEACHER WORKDAYS .....	70
2.    CLASS SIZES .....	70
3.    SPECIAL EDUCATION PROGRAMMING FOR STUDENTS WITH DISABILITIES .....	71
4.    ONE-FIFTH TEACHER LOAD .....	72
5.    BUS DUTY .....	72
Procedures for Assigning Timers, Scorers and Announcers for Athletic Contests.....	74
Procedures for Assigning Saturday Detention Supervision .....	76

## DEFINITIONS

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### **1. TEACHER**

The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph “A” of Article I.

### **2. SCHOOL DAY**

The term “school day” is a required teacher workday.

### **3. BUSINESS DAY**

The term “business day” is a day when the District Office is open.

### **4. CALENDAR DAY**

The term “calendar day” is any day of the calendar year, which includes Saturdays, Sundays, and holidays.

# ARTICLE I

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## RECOGNITION

### 1.A ASSOCIATION RECOGNITION

The Board of Education of District 202, DuPage County, Lisle, Illinois, hereinafter referred to as the "Board" hereby recognizes the Lisle Education Association, hereinafter referred to as the "Association", affiliated with the Illinois Education Association and the National Education Association, as the sole negotiation agent for all regularly employed certificated personnel except the Superintendent, Directors, other district office professional staff, building principals, teachers' aides, paraprofessionals, substitutes, and persons spending fifty percent (50%) or more of their assigned duties in a supervisory capacity. The Association shall be the sole negotiation agent for certificated ESL program staff members.

### 1.B EXCLUSIVE BARGAINING AGENT

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement unless the Association is successfully challenged according to the procedure set forth in PA 83-1014. Even if successfully challenged, the terms and conditions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Board agrees not to negotiate with any teacher individually for the duration of this Agreement on matters covered by this Agreement.



## **ARTICLE II**

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### **DEFINITION OF RESPONSIBILITIES AND RIGHTS**

#### **2.A GOOD FAITH NEGOTIATIONS**

The Board and Association agree to participate in good faith negotiations as defined by law.

#### **2.B BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred and vested in it by the statutes and Constitution of the State of Illinois and of the United States, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement. All powers, rights, authority and responsibilities not included in this Agreement are reserved for the Board.

#### **2.C RIGHT TO ORGANIZE**

The Board agrees that teachers shall have the right to organize, join and assist the Association to participate in professional negotiations with the Board through representatives of their own choosing. The Association, recognizing that the schools are for the education of the students, agrees it will conduct its business so as to result in no interruption of the educational program.

#### **2.D NON-DISCRIMINATION**

The Board agrees that it will not discriminate against any teacher because of his/her membership in the Association and its related activities that do not conflict in any way with his/her teaching assignment, his/her participation in negotiations with the Board, or his/her institution of a grievance under this Agreement.

#### **2.E BULLETIN BOARDS, MAILBOXES**

The Association shall be provided with a bulletin board in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements. Official Association announcements may be inserted in teachers' mailboxes and/or sent through district email.

#### **2.F USE OF BUILDINGS**

The Association may use school buildings for meetings to transact official business for reasonable time periods, pursuant to the prevailing regulations at the time of the signing of this Agreement governing use of buildings by "Class A" organizations.

Request for use of buildings must be made to the Superintendent in advance of the proposed meeting date and must be cleared through the Master Calendar by the Superintendent or his/her designee. If special custodial service is required, the Board may make reasonable charges for this service.

Every reasonable attempt shall be made by the Administration not to schedule meetings involving teachers after school on the first and third Wednesday of each month.

Section 2 (F) applies to meetings of groups of twelve (12) persons, or less, or where ninety percent (90%) of those in attendance are teachers as defined in the “Definitions” page at the beginning of this Agreement.

Any direct cost of Association business to the District shall be reimbursed by the Association.

## **2.G MATTERS DISCUSSED WITH STUDENTS**

The parties agree that matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

## **2.H REQUEST FOR INFORMATION**

1. Upon request, the Board shall periodically provide the following information to the Association President providing that such request is for a specific document or for specific meeting minutes that are not available on the District website:
  - a. Teacher and Extra Duty Job Descriptions;
  - b. District Annual Financial Report;
  - c. Board Committee minutes after approval;
  - d. Appendix B – Extra Duty Schedule;
  - e. Extra Duty Personnel Placements and Salaries
2. The Board shall provide to the Association President the names, assignments, percentages of employment, and publicly listed telephone numbers of new teachers within fifteen (15) school days after official Board action is taken to employ them.

## **2.I RIGHT TO REPRESENTATION**

When a teacher is required to appear before the Board or the Administration concerning any matter, which could result in discipline, the teacher will be entitled to have a representative of the Association present. Further, when a teacher is required to appear before the Board, the teacher will be advised in writing of the reasons for the requirement at least twenty-four (24) hours before the required appearance except where an emergency or extraordinary situation exists and the teacher is required to appear before the Board as a result of such situation. The teacher’s right to representation shall not apply to regular evaluation conferences, impromptu meetings and/or conversations relative to regular daily performance.

## **2.J NOTICE TO REMEDY**

Once a teacher satisfactorily completes the requirements of a Notice to Remedy, the teacher may request said Notice be expunged from the personnel file. The Superintendent or Board, whichever is appropriate, shall consider the request and respond to the teacher in writing within thirty (30) calendar days from submission of the request.

## **2.K PARENT COMPLAINT**

When an administrator receives a complaint regarding a teacher from a District parent, the parent will be encouraged to discuss the complaint with the teacher. In the event the parent is unwilling to do so, no later than five (5) school days after receipt of the complaint, the teacher and administrator will meet to discuss the nature of the complaint and the teacher will be asked to provide a response. Upon receiving the teacher's response, the administrator may invite the parent and the teacher to attend a meeting to discuss the complaint. The teacher will be notified of any action taken based upon the complaint. Should any written record, evaluation, or reprimand result from such a complaint, the teacher shall have the right to attach written comments thereto. The timelines in this section may be extended whenever circumstances dictate.

## **ARTICLE III**

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### **NEGOTIATIONS PROCEDURES**

#### **3.A SELECTION OF TEAM**

Each party to negotiations shall select its negotiating representatives, provided that the Board shall not select a teacher and the Association shall not select District employees who are not teachers, as herein defined, as its representatives.

#### **3.B STARTING DATE / FIRST PROPOSALS**

Negotiations shall begin no later than March 1st, unless both parties agree to an alternate date. The Association may present their proposals during the first session. The Board will present its proposals no later than thirty (30) calendar days after receipt of the Association proposals. It is in the best interest of the negotiating process that new major concepts not be introduced after initial packages have been exchanged by the parties unless mutually agreed upon.

#### **3.C TENTATIVE AGREEMENTS / MINUTES**

During negotiations agreed-upon material shall be put in writing and signed by the person for each side at the meeting following the meeting at which said agreement was reached. Each party shall be responsible for their own minutes.

#### **3.D RATIFICATION / APPROVAL**

When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and all shall be submitted to the membership of the Association for ratification and to the Board for official approval.

#### **3.E IMPASSE / MEDIATION**

If the parties desire the assistance of a mediator, the Federal Mediation and Conciliation Service or Illinois Educational Labor Relations Board shall be requested by the parties to appoint a mediator from its staff.

The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

Any time 15 days after mediation has commenced, either party may declare an impasse, thereby commencing the process set forth in 115 ILSC 5/12(a-5)

In the event that the Federal Mediation and Conciliation Service charges for its services for mediation or in the event that the Board and Association jointly select a mediation service which charges for such services, the cost of mediation shall be shared equally by the Board and the Association.

### **3.F GROUND RULES FOR NEGOTIATIONS**

1. Each negotiating team will be made up of three (3) members, in addition, each party may have up to four (4) observers present.
2. Each team will have a spokesperson.
3. All communications between the teams shall be channeled through the chairpersons or their designees.
4. Each team may caucus when deemed necessary.
5. The location, date, and time of the next meeting shall be established by the negotiating teams before adjournment of any meeting and may be changed if agreed to by both of the negotiating teams.
6. Negotiating sessions are not open to the public.

## ARTICLE IV

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### GRIEVANCE PROCEDURE

#### 4.A DEFINITION

A grievance shall mean a complaint by a teacher (s) or the Association that there has been an alleged violation, misapplication, or misinterpretation of the terms of the Agreement.

#### 4.B TIME LIMITS

Any grievance to be filed hereunder must be filed within thirty (30) calendar days after occurrence or within thirty (30) calendar days after a reasonable person would have knowledge of occurrence of an alleged complaint or claim.

When a grievance is submitted fewer than ten (10) school days before the close of the school term, then time limits shall consist of all workdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

#### 4.C PROCEDURES

##### 1. FIRST STEP - INFORMAL MEETING

The parties hereto acknowledge that it is usually most desirable for a teacher or the Association and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

##### 2. SECOND STEP - IMMEDIATE SUPERVISOR

The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) school days after receipt of the grievance. The grievance shall state the article, section and clause of this Agreement alleged to be violated, misrepresented, or misapplied and the remedy, which is sought.

The Association's representative(s), the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) school days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

##### 3. THIRD STEP - SUPERINTENDENT

If the grievance is not resolved at Step Two, then the grievant or the Association may refer the grievance to the Superintendent or his/her designee within fifteen (15) school days after receipt of the Step Two answer. The Superintendent shall arrange with the Association representative(s) for a meeting to take place within five (5) school days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) school

days of the meeting, the Association and the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.

#### 4. FOURTH STEP - ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.

Neither the Board nor the Association shall be permitted to assert any new grounds or evidence before the arbitrator, which were not previously disclosed to the other party. The fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to alter the terms of this Agreement.

#### **4.D STATEMENT OF BASIC PRINCIPLES**

1. Released Time-Should the investigation or processing of any grievance in the opinion of the Superintendent require teacher(s) and/or Association representative(s) be released from their regular assignments, the teacher(s) and/or Association representatives(s) shall be released without loss of pay or benefits.
2. No Written Response-If no written decision has been rendered within the time limits indicated by the step, the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.
3. Illness-When the presence of a participant at a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits.
4. Cooperation-The Board, Administration and the Association shall cooperate in the investigation of any grievance.
5. No Reprisals Clause-No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in a grievance.
6. Grievance Withdrawal-A grievance may be withdrawn at any level without establishing precedent.
7. AAA Rules-At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
8. Pertinent Information-The Association shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board or Administration to research or assemble information.
9. Bypass to Superintendent-If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

10. Bypass to Arbitration-If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
11. Class Grievance-Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level maybe initially filed by the Association at Step Three.
12. Association Participation-Teacher Represented-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.
13. Association Participation-Teacher Not Represented-When a teacher is not represented by the Association, the Association shall reserve the right to have its representatives present to state its views at any stage of the grievance procedures.
14. Right to Grieve-Every teacher shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Association to assist or to be present at any level of the grievance procedure and the Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. The teacher shall be present at any grievance discussion when the Administration, Association, or other teacher representative deems it necessary. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.

Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Association representatives, provided the adjustment is not inconsistent with the terms of this Agreement.

15. Grievance Files-All material currently held in grievance files shall either be destroyed or be transferred to a teacher's personnel file. In the event of such transfer, each teacher will be allowed an opportunity to exercise his/her rights under this contract and the Illinois Personnel Records Act (PA 83-1104). Copies of material placed in personnel files will be provided to the teacher.



## **ARTICLE V**

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### **STUDENT DISCIPLINE**

#### **5.A TEACHER RESPONSIBILITIES / BOARD SUPPORT**

A teacher shall be responsible for the conduct of his/her class and for maintaining discipline and order in his/her presence in the school building and on the school grounds. The Board agrees to give support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

#### **5.B STUDENT INSTRUCTIONS**

Before discipline referrals are made to administrators, the teachers shall be responsible for giving the student clear and explicit instructions of what behavior is expected within the classroom.

#### **5.C DISCIPLINE PROCEDURES**

In the event that a student's behavior is such that the educational process is disrupted, the teacher will normally use the procedures as outlined in the Board of Education Policy 5:125 Maintaining Student Discipline, 7:180 Prevention of and Response to Bullying, Intimidation and Harassment, 7:190 Student Discipline and Senate Bill 100 (PA 99-0456). A teacher will not use disciplinary methods that may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. In addition, Corporal punishment may not be used. Board of Education policies are available on the district website.

#### **5.D PERSONAL ASSAULT**

Any case of assault upon a teacher while on duty for the district shall be promptly reported in writing to the Board or its designee. The Board shall provide reasonable assistance to the teacher in connection with the handling of the incident by the appropriate authority. If requested by the teacher, the Board shall authorize its legal counsel to consult with the teacher with respect to legal implication of the assault, provided the teacher's action shall have been within the scope of his/her employment (areas where the teacher is employed, authorized, or expected to perform by the Board as part of his/her teaching position), and in conformance with Board policy.

No deduction shall be made from the salary of a teacher or from his/her accumulated sick leave if he/she is unable to perform his/her duties as a consequence of an assault by a student, provided such teacher shall be acting within the scope of his/her employment and in conformance with Board policy. However, if the teacher qualifies for disability benefits under the Illinois Teacher's Retirement System and/or Workmen's Compensation Act, his/her payments from District 202 shall be reduced by the amount received from these funds; the teacher's combined payments from these three (3) sources should be equal to his/her regular salary. The teacher shall remit to the Board any sums received for salary in excess of his/her regular salary. Sums which may come from a policy of insurance maintained entirely by the teacher shall be excluded.

## **ARTICLE VI**

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### **VACANCIES, TRANSFERS, ASSIGNMENTS AND PROMOTIONS**

#### **6.A NOTICE OF VACANCIES**

The Superintendent shall post in all school buildings a notice of teaching vacancies and promotional vacancies, e.g., department head, assistant principal, principal, assistant superintendent and superintendent. During the summer such vacancy notices shall be posted in the District Office and on the district website and shall be sent via district email within seven (7) business days to all teachers having officially notified, in writing the Superintendent of their interest in receiving such announcements. It is the responsibility of the teacher to check the school district website for vacancies. Such notices shall be accompanied by a statement of minimum qualification and salary range. The Superintendent shall provide similar information to the Association President of all other new positions and vacancies as they occur. No vacancy shall be filled or transfer effected, except temporarily, until such vacancy or transfer has been posted for at least ten (10) business days in all buildings.

If a vacancy occurs in a teaching position after the school year has begun with ninety (90) or less calendar days remaining in the school year, the vacant position may be filled temporarily until the end of that school year. If the position is to be filled for the following school year, the Superintendent shall post the position and accept applications.

#### **6.B TRANSFER-DEFINITION / APPLICATION**

A transfer is defined as a change in a teacher's assignment of school building(s), grade levels(s) or major field(s) of instruction. A change in the percent of time a teacher is assigned to a specific building shall not constitute a transfer providing that the assignment of school buildings, grade levels taught, or the major field(s) of instruction are not changed.

Any teacher may apply for a transfer. Such application shall be made in writing to the Superintendent. Any teacher applying for a transfer shall be interviewed for the position by the Superintendent or his/her designee. If the teacher's application for transfer is rejected, the teacher shall be given reasons in writing for such rejection.

#### **6.C TRANSFER-TEACHER CONFERENCE**

Whenever a change in teacher assignment is planned, a conference between the teacher and the appropriate administrator will be held during the regular school term. During vacation periods teachers will be notified by certified mail and will be given the right of a conference upon request within twenty (20) business days of postmark.

#### **6.D INVOLUNTARY TRANSFER-PROCEDURES**

The parties recognize that in order to meet the needs of the District, it may be necessary to transfer teachers involuntarily for reasons other than filling a vacancy. Notice of involuntary transfers, together with reasons, shall be given to each teacher so affected. Involuntary assignments resulting in substantially different teaching situations (e.g., changes in grade

levels, major fields, or buildings) from those designated by May 15th shall provide said teacher the right of resignation. Any teacher transferred involuntarily shall receive consideration in any requested transfer for future vacancies. Consideration shall mean the right to apply for such position and that an interview shall be scheduled for said teacher. If the teacher's application for such transfer is rejected, the teacher shall be given reasons in writing for such rejection.

Prior to any teacher being notified of an involuntary transfer to fill a vacancy the following procedures will be followed:

1. Vacancy Notice

The Administration will post a vacancy notice in all buildings. In addition to posting, notice of teaching vacancies and promotional vacancies shall be communicated by the following methods: (1) department meetings, (2) faculty meetings, and (3) notice in mailboxes to all teachers.

2. Solicit Volunteer

The Administration shall solicit volunteers from all those qualified to fill the position.

3. Selection of Volunteer

From the volunteers the Administration may select the teacher most appropriate for transfer based upon the needs of the District.

4. Final Selection

In the event there are no volunteers or the Administration has not selected a volunteer, the teacher most suitable for the position based upon the needs of the District shall be transferred with appropriate consideration given to transferring the least senior teacher.

## **6.E FULL-TIME / PART-TIME ASSIGNMENTS**

Every reasonable attempt, as determined by the Superintendent, shall be made to utilize full-time teachers. No teacher shall be assigned any assignment (s) beyond the normal workload when such action shall adversely affect another teacher's full-time status, unless the affected teacher desires and agrees to accept a part-time status. No position shall be filled by a part-time teacher if a capable and qualified teacher can be assigned the position full-time.

## ARTICLE VII

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### STAFF REDUCTION

#### 7.A NOTIFICATION OF RECOMMENDATION FOR REDUCTION

If removal or dismissal results from a decision of the Board to decrease the number of teachers employed by the Board or discontinuance of some particular type of teaching service, such removals or dismissals shall be accomplished in accordance with Section 24-12 of the School Code, including other applicable sections of the School Code of Illinois. The Administration will discuss possible alternatives with the Association upon request and the Board and Association shall negotiate the impact of any decision to reduce-in-force.

#### 7.B NOTICE OF DISMISSAL

When, in the opinion of the Board, it is necessary to remove or dismiss a tenured teacher as a result of the Board's decision to decrease the number of teachers employed or to discontinue some particular type of teaching service, written notice shall be given the teacher by registered mail at least forty five (45) calendar days (or as otherwise may be required by the School Code of Illinois before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.

#### 7.C HONORABLE DISMISSAL LIST

Annually, the District shall establish an Honorable Dismissal List based on a categorization of each teacher into one or more positions for which the teacher is qualified to hold, based upon legal qualifications, and any other qualification established in a district job description, on or before May 10th prior to the school year during which the sequence of dismissal is determined. Copies of the List shall be distributed to the Association at least seventy-five (75) days before the end of the school term.

##### 1. Grouping of Teachers within Honorable Dismissal List

Within each position of the Honorable Dismissal List, the District shall establish four (4) groupings of teachers qualified to hold the position as follows:

Group 1: Group 1 shall consist of each non-tenured teacher who has not received a summative performance evaluation rating; all part-time teachers and teachers hired to cover a leave of absence of one year or less;

Group 2: Group 2 shall consist of both tenured and non-tenured teachers with a “Needs Improvement” or “Unsatisfactory” summative performance evaluation rating on either of the teacher’s last two (2) summative performance evaluation ratings;

Group 3: Group 3 shall consist of each teacher with a summative performance evaluation rating of at least “Satisfactory” or “Proficient” on both of the teacher’s last two (2) summative performance evaluation ratings, if two (2) ratings are available, or on the teacher’s last summative performance evaluation rating, if only one rating is available, unless the teacher qualifies for placement into Group 4;

Group 4: Group 4 shall consist of each teacher whose last two summative performance evaluation ratings are “Excellent” as well as each teacher with two “Excellent” summative performance evaluation ratings out of the teacher’s last three summative performance evaluation ratings with a third rating of “Satisfactory” or “Proficient”.

## 2. Order of Dismissal

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

- a. Within Group 1, the sequence of dismissal is at the sole discretion of the District.
- b. Within Group 2, the sequence of dismissal is based on the average of the last two summative performance evaluation ratings, if two ratings are available, or the teacher’s last summative performance evaluation rating if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient” or “Satisfactory”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”. Teachers with the lowest average summative performance rating shall be dismissed first. Teachers with the same average summative performance evaluation rating shall be dismissed based on seniority, with teachers that have shorter length of continuing service with the District dismissed first.
- c. Within Groups 3 and 4, the sequence of dismissal is based on seniority, with teachers that have shorter length of continuing service with the District dismissed first.

## **7.D DETERMINATION OF SENIORITY**

The following employment when it interrupts or is contiguous to full-time employment status shall not constitute a break in service for seniority purposes:

1. Promotions or transfers out of the bargaining unit.
2. Non-paid leaves of absence.

Time spent in such status, however, will not be counted toward seniority, which is being computed from the first day of actively working.

Part-time employees within the District shall accumulate seniority on a pro rata basis (e.g., 50% teacher receives .5 seniority, etc.).

In the event two or more teachers subject to reduction in force have the same seniority, the administration will select the teacher(s) to be reduced and reasons will be provided to the selected teacher(s).

## **7.E RECALL**

In the event a tenured teacher is removed or dismissed because of a decrease in the number of teachers employed by the District, or because of a discontinuance of a particular type of service, and if the Board in the following school term, or within one (1) calendar year from the beginning of the following school term, has any vacancies, the positions thereby becoming available shall be tendered to tenured teachers so removed or dismissed who

were in Groups 3 or 4 and are qualified to hold such position, based upon legal qualifications and any other qualifications established in a District job description on or before May 10th prior to the date of the position becoming available.

Teachers from Groups 3 or 4 shall be eligible for recall in reverse order of termination. The offer of recall will be tendered to the eligible teacher(s) by registered mail sent to the teacher's (s') last known address as listed with the Superintendent's office. A copy of any such recall offer will also be sent to the Association President at the time of recall. In the event the teacher(s) does not respond to such offer of recall in writing within twenty (20) calendar days of mailing such offer of recall to the teacher, the position(s) offered will be deemed vacant and the Board may fill such position(s) at its discretion.

#### **7.F CONTINUOUS SERVICE LIST**

On or about February 1st of each school year, the Superintendent will provide the Association with a list showing the length of full-time continuous service of each teacher employed by the Board. The Superintendent will up-date the list as necessary and provide the Association with a copy.

#### **7.G ADDRESS ON FILE**

Any teacher removed or dismissed pursuant to this Article shall have the responsibility of keeping their current address on file with the Superintendent.

## ARTICLE VIII

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### EVALUATIONS

#### 8.A OBJECTIVE

The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of teachers.

#### 8.B DESIGNATION OF EVALUATOR

The Administration will designate the person or persons who shall be responsible for the evaluation of teachers. Teachers who are assigned to more than one building as part of their regular schedule shall be informed of which administrator(s) has/have primary responsibility for their summative evaluation.

#### 8.C ORIENTATION PROCEDURE

Within a reasonable time after the beginning of the school term, but in no event later than October 15th, the administrator shall acquaint each teacher with teacher evaluation procedures. A teacher newly employed or a teacher reassigned after the beginning of the school term shall be notified within a reasonable time, by the Administration of the evaluation procedures in effect.

#### 8.D TEACHER KNOWLEDGE / CONTINUOUS OBSERVATION

Formal observation of teacher classroom performance shall be conducted with the knowledge of the teacher. However, a teacher shall be aware that his/her performance is considered to be under continuous observation during the regular school day or while carrying out professional assignments.

#### 8.E FORMAL EVALUATION PROCEDURES

Each evaluation shall include, but shall not be limited to, at least one (1) formal observation, a post-observation conference, and a written summative evaluation report.

##### 1. Observation Requirement

Each written summative evaluation report of performance of a tenured teacher over the course of a two-year period, shall be preceded by at least two (2) observations with one (1) being formal. Formal observations are at least forty-five (45) minutes or the entire period whichever is longer and are expected not to exceed ninety (90) minutes.

##### 2. Post-Observation Conference

The reflective conference to discuss the performance of the teacher will occur within ten (10) school days of the conclusion of the formal observation unless a mutually agreed-upon alternate schedule is arranged. This deadline will be extended in the case of the teacher's absence.

3. Written Formal Observation Report

Within ten (10) school days following the post-observation conference, the evaluator shall provide the teacher with a copy of the written report to be signed by both the evaluator and the teacher prior to placing it in the teacher's personnel file.

**8.F NON-TENURED TEACHER EVALUATION**

1. Full-time Non-Tenured

Each full-time non-tenured teacher shall be observed at least three (3) times annually, two (2) of which must be formal, during each probationary year at reasonable intervals, one of which shall occur during the first three (3) months of school. The remaining two (2) observations will be completed thereafter, but in no event later than March 1st.

The foregoing deadlines shall not apply in cases of illness or other instances where the teacher's absence makes compliance impractical.

2. Part-time Non-Tenured

Part-time non-tenured teachers shall be evaluated at least one (1) time during the school year, but in no event later than April 1st.

**8.G TENURED TEACHER EVALUATION**

A tenured teacher shall be observed at least two (2) times, one of which must be formal, over the course of a two-year cycle, as required by state law. This summative evaluation will be done before March 1st. The foregoing deadline shall not apply in cases of illness or other instances where the teacher's absence makes compliance impractical. In the years an evaluation is not required, a tenured teacher will continue to address requirements of his/her certificate renewal process.

**8.H NON-TENURED TEACHER ASSISTANCE**

Upon the entrance of a non-tenured teacher into the school system, the building principal or his/her designee shall assign a tenured teacher, when possible, to mentor and assist the non-tenured teacher in acclimating to the teaching profession and the school system. The teacher, when possible, shall be engaged in teaching in the same grade, building or subject matter as the non-tenured teacher.

**8.I NON-TENURED TEACHER DISMISSAL**

Discharge of any non-tenured teacher shall be accompanied by the execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and a conference with the teacher by the appropriate administrator at least five (5) school days prior to the submission of a recommendation of such action to the Board. "Execution of the evaluation process" shall not be interpreted to affect any discharge for cause unrelated to the evaluation of classroom performance. This paragraph shall in no way preclude the right of the Board members to be informed of said action prior to the recommendation.



## **8.J REMEDIATION PROCEDURE**

### **1. Plan Development / Time Frame**

Remediation and Professional Development Plans will be implemented as necessary pursuant to the terms of Article 24A of the School Code and any regulations issued by the State Board of Education.

### **2. Plan Participants / Consulting Teacher**

Participants in the remediation plan shall include the teacher deemed unsatisfactory, a qualified administrator, and a consulting teacher. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

- a. The participation of the consulting teacher shall be voluntary.
- b. The Association may submit a list of teachers who qualify to be a consulting teacher provided such list complies with Article 24A of the Illinois School Code. The consulting teacher shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.
- c. The Board agrees to evaluate teachers in a manner not to influence the potential selection of an eligible consulting teacher.
- d. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected by the administration. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher for the balance of the remediation period.
- e. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan.
- f. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the teacher under remediation.
- g. The consulting teacher shall be informed of the results of the mid-point evaluation in order to continue to provide assistance to the teacher under a remediation plan.
- h. It is agreed that any statement(s) made by a consulting teacher to anyone, about a teacher under remediation, which are related to their function as a consulting teacher, are confidential. It is the intent of the parties that any statements made by a consulting teacher to or about the teacher under remediation shall be in strict confidence.
- i. The Board shall provide full legal assistance and completely hold harmless any consulting teacher who becomes involved as a defendant in any type of adjudication because of his/her acting in the line of duty as a consulting teacher. Further, the Board agrees to fully indemnify any such teacher for any legal costs, assessments, damages, or bodily injury. If the involvement in any such adjudication or bodily injury requires time off from work, the teacher shall suffer no loss of pay, any leave days, seniority, fringe benefits, or job assignment.

- j. The responsibilities and time commitment of the consulting teacher to assist the teacher receiving an unsatisfactory rating shall be determined during the development of the remediation plan and may be adjusted during the process of implementation.
- k. The Board shall make all teachers in the District aware of the consulting teacher concept and process. Teachers shall, at the Board's expense, be provided training for their roles and responsibilities.
- l. When two (2) of the parties to the remediation plan feel the consulting teacher is not working to the best interest of the remediation plan or the teacher under remediation, the Board shall remove the consulting teacher.
- m. Any teacher who fails to complete the remediation plan with a Proficient or better rating shall be dismissed in accordance with Section 24-12 of the School Code of Illinois.

#### **8.K REVIEW OF PERSONNEL FILE**

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative, at the teacher's written request, may accompany the teacher in this review. Such review shall be conducted in the presence of the Superintendent or his/her designee during regular office hours.

#### **8.L PERSONNEL FILE CONTENTS**

The teacher's personnel file, referred to in the preceding paragraph, shall minimally contain all evaluation material and pertinent and recurring complaints or material relating to re-employment of the teacher. All such material shall be dated and shall be placed in said file within twenty (20) school days of the observation or receipt of the information. The source of any information submitted to the Administration shall be divulged and the content of the complaint shall be reviewed with the teacher. No unsigned information shall be placed in the teacher's personnel file.

#### **8.M COPY OF MATERIALS TO TEACHER**

Materials may not be placed in the teacher's personnel file without first giving the teacher a copy of such material. The teacher shall be notified when such material is placed in his/her file. The teacher shall have the right to attach a written response to any material placed in the teacher's file.

#### **8.N EVALUATION INSTRUMENT**

Any evaluation instrument, of which procedures are a part of, used shall be developed by a joint administrative/teacher committee composed of equal representation with a minimum of three (3) teachers selected by the Association and three (3) administrators. Said instrument(s) shall be recommended for adoption by the Board and the Association from a majority of the committee within ninety (90) calendar days. If no majority recommendation is made, the Board shall select the evaluation instrument. A board member appointed by the Board President shall be permitted to observe the committee meeting.

## **8.0 CONSULTATION ON PLAN DEVELOPMENT**

In all cases, the original Evaluation Plan, of which procedures are a part of, required by law shall be developed in consultation with the Association, as well as any changes proposed therein.

## ARTICLE IX

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### LEAVES

#### 9.A SICK LEAVE

##### 1. Number/Accumulation of Sick Days

Each teacher who is actively working (present and participating) during the school term shall be entitled to a combined total of seventeen (17) sick leave days and personal leave days with full pay per school term. A maximum of three (3) days of the seventeen (17) days may be used as personal days. A maximum of fifteen (15) days of the seventeen (17) days may be used as sick leave days. Any unused sick leave or personal leave days at the end of the year shall accumulate prospectively to a maximum of four hundred fifty (450). Days that were accumulated under previous agreements in excess of the then maximum usable limit and were accounted for separately for retirement purposes shall revert to usable sick leave and shall be included in the maximum accumulation cited above.

##### 2. Sick Leave Definition

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption.

The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and legal guardians.

Leave requested for appointments with physicians or dentists shall be charged to sick leave.

##### 3. Pro Rata / Part-time Sick Days

Any teacher hired to begin work after the first teacher contract day of the school year shall be granted one and six tenths (1.6) sick leave days and one-third (.33) day of personal leave for each month of active work (present and participating), which is a pro rata share of the annual allowance of sick leave and personal leave based on a nine and one half month school year.

Part-time teachers shall receive a pro rata share of both sick leave and personal leave allowance (e.g. 50% teacher receives seventeen (17) one-half ( $\frac{1}{2}$ ) days of sick leave and three (3) one-half ( $\frac{1}{2}$ ) days of personal leave).

#### 9. BEREAVEMENT LEAVE

In addition to the combined seventeen (17) sick/personal days provided in Article IX (A) Section 1 above, up to three (3) days shall be allowed at full pay in the case of a death in a teacher's family. Any days of absence required beyond the three (3) days shall be assessed

against the teacher's accumulated sick leave. Bereavement leave shall not accumulate from year to year.

#### **9.C SABBATICAL LEAVE**

A sabbatical leave may be granted to a teacher who has rendered at least six (6) consecutive years of full-time satisfactory service to the District. Such leave shall not exceed one (1) year.

Applications for sabbatical leave shall be made in writing to the Superintendent or his/her designee at least one (1) full semester prior to the start of the requested leave, setting forth in detail the purpose of such leave and the intended methods of implementation. The purpose of such leave shall be in conformance with the School Code of Illinois and the teacher shall not deviate from this approved plan except upon written approval of the Superintendent.

A teacher granted a sabbatical leave shall receive the same basic salary as if in actual service, except there shall be deducted therefrom an amount equivalent to the amount payable for substitute service, but in no case less than the minimum provided in the School Code of Illinois. In all other particulars governing such leave, the teacher and the Board shall abide by the conditions and provisions of the School Code of Illinois. The teacher shall continue to receive the fringe benefits granted to other teachers, and upon return from leave shall be placed on the salary schedule as though he/she had been in actual service.

No later than thirty (30) calendar days following his/her return to active service, the teacher shall file a written report with the Superintendent summarizing and appraising the leave, with particular emphasis upon the values and benefits to be derived therefrom by the teacher and by the District.

Violation of any provision of the leave shall constitute cause for removal from continued contractual service in the District.

#### **9.D PERSONAL LEAVE / RELIGIOUS LEAVE**

As provided under the sick leave provision of this Agreement, the Board shall grant three (3) days personal leave per year.

Personal leave is defined as leave granted for matters which cannot be attended to during non-school hours or for observance of recognized religious holidays.

A teacher may request compensatory work hours instead of using personal days to offset the time out of district for recognized religious observances. The Superintendent shall review such requests on a case-by-case basis and shall attempt to arrive at a mutually agreeable accommodation with the teacher that would not create an undue hardship on the District. If an accommodation cannot be agreed to between the teacher and the Superintendent, then the Superintendent shall determine what accommodation, if any, should be made for the teacher. The request to use this provision must be submitted in writing to the Superintendent at least five (5) school days prior to the religious observance.

Except in emergencies, notification shall be made two (2) school days in advance of such leave. It is expected that teachers will not take personal leave during the first or last five (5) days of the school term, on teacher institute days, or days immediately before or after a school holiday except in emergencies or for observance of recognized religious holidays. However, teachers may request approval in extraordinary circumstances. Any request for personal leave involving two (2) consecutive school days shall be accompanied by a written explanation of the use of the leave if a similar request was submitted in the previous year.

Association leave or the desire to attend any meeting or to share a trip with a family member shall not qualify for personal leave.

Any unused personal leave days at the end of the year shall not be cumulative from year to year as personal leave but shall be added to the individual's accumulated sick leave.

## **9.E LEAVE OF ABSENCE**

In extraordinary circumstances a leave of absence without pay for up to one year may be granted to teachers. Applications for such leaves must be made to the Superintendent in writing at least ninety (90) calendar days before such leaves are to be effective. The application must state the period of requested absence and describe such activity as is contemplated during the period of absence.

The decision to grant or deny such leaves shall not be precedential with respect to future requests for such leaves.

## **9.F PARENTAL LEAVE**

### **1. Parental Leave Stipulations**

A teacher who has completed at least two (2) consecutive years of full-time service shall be eligible for a parental leave subject to the following:

#### **a. Notification**

The teacher shall advise the Superintendent or his/her designee of the fact of pregnancy and anticipated leave plans no later than the fourth month of pregnancy and shall provide a written statement from her physician indicating the expected date of delivery and his opinion that the teacher may continue in her employment, including the performance of all regular duties.

If the Superintendent or his/her designee is at any time concerned, the teacher may be requested to furnish subsequent statements from the doctor with respect to her ability to perform her teaching duties.

#### **b. Application for Leave**

Application for such leave shall be made in writing to the Superintendent or his/her designee at least ninety (90) calendar days prior to the anticipated birth of the child.

c. Length of Leave

The teacher and the Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. In no event, for a non-tenured teacher, shall the leave exceed the balance of the school year in which it is commenced, and for a tenured teacher, shall the leave exceed the balance of the school year in which it commenced plus one (1) additional school year.

d. Use of Sick Leave

Sick leave shall not be applicable during the period of leave, but any accumulated sick leave available at the time of the commencement of the leave shall be available upon termination of such leave and return to employment in the District.

e. Employment Credit

For purposes of advancement on the salary schedule, a teacher who shall be actively working (present and participating) one hundred (120) days or more shall be entitled to advancement thereon as though the entire year has been completed.

f. Unpaid Leave

The period of leave shall be without salary and paid Board benefits.

g. Non-tenured Teacher Parental Leave

A parental leave may be granted to a non-tenured teacher as indicated above or, under special circumstances, to a non-tenured teacher with less than two (2) consecutive years of full-time service by action of the Board. Both are subject to all of the foregoing and to further agreement of the teacher that the period of time of the leave and of any year of employment which shall be less than an entire school term, shall not constitute any of the time necessary for employment prior to achieving tenure status.

A non-tenured teacher granted parental leave and who is thereafter reemployed shall not receive credit for acquisition of tenure for time spent on such leave. The granting of parental leave to one (1) non-tenured teacher shall not constitute a precedent for the granting of leave to any other non-tenured teacher, but each case will be judged upon its own merits.

2. Adoption Leave

Any tenured teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceeding. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It is the responsibility of the applicant to keep the Superintendent informed of the proceeding and, as soon as known the expected date of the delivery to the adoptive parent(s) of the child.

3. Notice of Intent to Return

Written notice of intent to return to teaching in the system shall be made to the Superintendent by the teacher by March 15th (or if the leave is for the first semester only, by November 1st, or if the leave may expire at the end of the first semester, by November 1st). Failure to so advise the Superintendent shall be treated as notification of election not to return to employment and as a resignation from the District. The Superintendent shall send a letter of reminder at least fourteen (14) calendar days prior to the notification date to the teacher on leave.

4. Return to Work Documentation

A teacher returning from parental leave shall submit evidence from a qualified physician that she is medically able to perform all of her teaching duties.

5. Insurance

A teacher on leave may continue insurance coverage at his/her own expense.

**9.G FAMILY MEDICAL LEAVE ACT (FMLA)**

Eligible Teachers are entitled to leave according to the terms of the Family Medical Leave Act ("FMLA") subject to the following provisions:

1. Definition of Eligibility

"Eligible Teacher" means a teacher who has been employed by the District for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) months preceding the period of the requested leave.

2. Reason for Leave

Eligible teachers will be granted FMLA leave up to a total of twelve (12) weeks for one or more of the following conditions:

- a. The birth of a child, and to care for the newborn child.
- b. The placement with the teacher of a child for adoption or foster care, and to care for the newly placed child.
- c. To care for the teacher's spouse, child, or parent with a serious health condition.
- d. A serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job.

3. Length of Leave

The twelve (12) month period in which the twelve (12) weeks of leave may be taken will be calculated under a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Under this method each time a teacher takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks, which has not been used during the immediately preceding twelve (12) months.



#### 4. Sequence of Leaves

Teachers taking FMLA leave to care for a family member, a member of the teacher's household, or the teacher's own serious health condition may use accrued paid sick leave days with the running of the period of FMLA leave. For that period of FMLA leave for the birth or care of a newborn child during which the teacher is unable to perform one or more of the functions of his/her job, the teacher may use accrued paid sick leave days with the running of the period of FMLA leave.

#### 5. Notice of Leave

In any case in which the necessity for FMLA leave is based upon an expected birth or placement for adoption, or planned medical treatment for a serious health condition of the employee, family member, or member of the employee's household, the teacher will provide the Superintendent with at least sixty (60) calendar days advance written notice of the date the leave is to begin. When the need for FMLA leave is due to unforeseen circumstances and advance notice is not practicable, the teacher will provide notice of the need for such leave as soon as practicable.

#### 6. Coordination of Leaves

When a teacher contemplates leave in connection with the birth or adoption of a child, the following provisions will apply:

For that portion of the pregnancy and recovery period where the teacher is physically unable to perform the functions of his/her job, the teacher may elect to use paid accumulated sick and personal leave.

Beginning with the period of disability preceding the birth of a child, or when the adopted child is received, the teacher may elect to take leave of up to twelve (12) weeks pursuant to the Family and Medical Leave Act, depending upon how much FMLA leave the teacher has used in the twelve (12) months preceding the start of the requested leave.

During the period of FMLA leave in which the teacher is unable to perform the functions of his/her job, the teacher may elect to use any accumulated sick or personal leave. Upon exhaustion of sick and personal leave, the remainder of the leave shall be unpaid.

The teacher will be allowed to continue in the District's health insurance program provided the teacher pays his/her required share of the monthly premium.

A teacher may elect to take parental leave pursuant to Article IX (F) in connection with the birth or adoption of a child. Such leave will be unpaid and will be subject to the terms and conditions of Article IX (F), Sections 1- 6. While sick leave is not available for use during the period of parental leave, any portion of the leave that qualifies for FMLA leave will be deducted from the employee's remaining allotment of FMLA leave.

Subject to the approval of the District's insurance provider, a teacher on parental leave may continue to participate in the District's health insurance plan by paying all of the required premiums.

(Appendix D contains a summary chart of available leave options incorporating sick leave, FMLA and parental leave)

7. Change in Law

FMLA leaves will be governed by the terms of the Act and the regulations issued by the U.S. Department of Labor, subject to the terms of this Agreement. In the event the Family Medical Leave Act is repealed, then this Section of this Article will no longer be in force and effect.

**9.H ASSOCIATION LEAVE**

The Association shall receive twelve (12) school days per year to be used for Association purposes; said leave shall not be cumulative from year to year. The teachers using these days shall be paid full salary, provided that the Association shall reimburse the District for the cost of substitute teachers.

Days requiring Association participation under the Grievance Procedure (Article IV of this Agreement) will not be deducted from the annual allocation noted above.

**9.I LOBBYING LEAVE**

A teacher may request to be given time off with pay for the purpose of lobbying for pending legislation provided that the school district be reimbursed for the salary of the substitute teacher(s). Such requests are to be submitted to the Superintendent at least one (1) week in advance, if at all possible. Approval may be given if the absence will not hamper the education program

## **ARTICLE X**

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### **WORKING CONDITIONS**

#### **10.A REQUIRED FACILITIES**

There shall be faculty lounge, work room and washroom facilities in each building.

#### **10.B INTERNAL SUBSTITUTES**

When a regular teacher of grades Pre-K through 12 is absent from a class or supervisory assignment and a substitute teacher is not available, the Administration may request another regular teacher to substitute for the absent teacher. If this substitution requires the teacher to forfeit his/her preparation period, the teacher will be compensated providing this extra assigned time is a minimum of one (1) period (6-12) or one-half (1/2) hour (Pre-K-5). Compensation is payable at the end of each semester.

If the absent teacher is absent for reasons not connected with school activities, the Administration may charge this teacher for time off for sick leave or personal emergency leave as appropriate.

#### **10.C TRAVELING TEACHERS**

Traveling teachers shall be assigned a home school based on the school at which he/she spends the most amount of student contact time. Traveling teachers shall not be required to attend any more night meetings than a regularly assigned full-time teacher at said home school; however, attendance shall be required at all parent conference and open houses for all teachers at all assigned buildings.

#### **10.D CALENDAR**

Annually, the Board agrees to adopt a school calendar which shall provide for a minimum number of days required by law; there shall be imposed no maximum on said adopted calendar by reason of this section. The Superintendent will provide the Association President with a blank copy of a form calendar for the ensuing school year upon his/her receipt of the form calendar from the Illinois State Board of Education. The Association may provide written calendar recommendations to the Superintendent for presentation to the Board prior to its adoption of the official school calendar. Such recommendations must be accompanied by a written rationale for the same and must be received by the Superintendent annually prior to February 1st. The final decision regarding the school calendar rests solely on the Board of Education.

#### **10.E WORK YEAR**

Teachers shall be paid for one hundred eighty one (181) days of service. Any teacher employed after the beginning of the school year shall be granted a pro rata share of their annual salary. Should any teacher be required to work in addition to one hundred eighty one (181) days, he/she shall be paid a sum equal to 1/181 for each such day. Any docking of a teacher's pay shall be computed by the same formula. Nothing in this section shall be interpreted to require payment to any teacher who works beyond the last day scheduled in

the adopted calendar, so long as such work does not exceed an annual school term of one hundred eighty one (181) days.

Teaching summer school shall be on a voluntary basis.

Should the Board decide to adopt a calendar, which requires work in excess of 181 days for all teachers, the Board and the Association shall negotiate the terms of the same.

## **10.F WORKDAY / WORK LOAD**

### **1. Workday**

The workday for bargaining unit members shall be no more than seven and three quarters (7-3/4) hours, excluding time required for faculty meetings and special education staffings.

Teachers shall be required to attend open house at his/her assigned buildings and up to two (2) assigned evening school events. If a teacher attends more than one open house, the number of assigned evening school events required by the contract shall be reduced by the same number.

Where the Administration modifies the school day for parent conferences, the time for such conference shall not be considered an evening school event.

### **2. Work Load / Preparation Time**

- a. The normal weekly teaching load in the junior and senior high schools (6-12) will not exceed twenty-five (25) teaching periods (5/day).

Teaching periods shall not exceed fifty (50) minutes per period.

Senior high school teachers shall be given a minimum of one (1) fifty (50) minute unassigned preparation period per normal school day.

Homeroom at the junior high will consist of two (2) days of scripted Social Emotional Learning (SEL) lessons from an evidence based curriculum and three (3) days per week for silent sustained reading.

If the junior high school schedule is based on a nine period day, junior high school teachers shall be given a minimum of one (1) unassigned teaching period for preparation per full school day and not less than two (2) unassigned teaching periods for preparation per full school day for one (1) semester. Each junior high teacher shall have no more than the equivalent of one and one-half (1-½) periods of assigned supervision for the school year.

Counselors, librarians and nurses shall schedule their preparation periods in consultation with their building principals.

- b. The normal teaching load in the elementary schools (K-5) shall have provision for planning time of two hundred forty (240) minutes per week. Elementary teachers shall have at least one (1) thirty (30) minute planning period per normal school day.

3. Workday for Part-Time Teachers

Part-time teachers shall normally work beyond their regular workday on curriculum nights and evening open houses. Attendance on institute days and at parent teacher conferences is required for activities that reflect the teacher's FTE and professional responsibilities. Attendance on early dismissal days will be planned and coordinated with the immediate supervisor taking into account the requirements of the position.

4. Instructional Preparations / Supervisory Assignments

Senior high school teachers assigned four (4) different instructional preparations per day may be assigned up to the equivalent of three (3) supervisory periods per week, the length of each such supervisory period to be equivalent to no more than the length of a regular full class period.

Junior high school teachers assigned four (4) different instructional preparations per day may be assigned up to the equivalent of four (4) supervisory periods per week, the length of each such supervisory period to be equivalent to no more than the length of a regular full class period.

Any teacher at the junior and senior high schools assigned more than four (4) instructional preparations per day shall not be required to assume designated supervisory duties. Any teacher who works at least .5 FTE may be assigned one (1) supervisory assignment.

Included among the supervisory duties contemplated above, but not by way of limitation, is assigned lunchroom activity.

Student supervision assignments shall be made first to those teachers who are not required to travel between buildings as part of their regular assignments. In the event that supervisions remain, teachers who are required to travel shall not be assigned more than one-half (½) hour supervision per school day.

5. Supervision Rotation

A reasonable effort shall be made to rotate student supervision assignments.

6. Travel Time

Teachers who are required to travel shall be assigned reasonable travel time.

7. Duty-Free Lunch

All bargaining unit members shall be entitled to a duty-free lunch period as required by law.

## **10.G PROFESSIONAL COUNCIL**

In the interest of fostering a positive relationship, the parties agree to establish a Professional Council composed of the Superintendent, Director of Finance, Director of Personnel, the Association President and two (2) designees of the Association. The council will attempt to meet once each month during the school year unless both parties agree not

to have a monthly meeting. A member of the Board may be in attendance upon request of either the School District Administration or the Association.

The Superintendent and the Association President shall develop and exchange an agenda prior to the meeting date and approximate the amount of time needed.

#### **10.H NON-TENURED TEACHERS – EXTRA DUTY ASSIGNMENTS**

Non-tenured teachers, for the length of the probationary period (i.e., 4 years), may be assigned extra duty positions consistent with the provisions of Appendix “B” of this Agreement. Such assignment(s) will be made only in the absence of a qualified volunteer for the position. No non-tenured teacher will be assigned more than one (1) such position during any school year, except on a voluntary basis.

#### **10.I COMMITTEE WORK / STAFFINGS**

##### **1. Building Committees**

When a teacher serves on a building-level committee, the teacher shall receive extra compensation for service on said committee upon satisfying all of the following conditions:

- a. the teacher has attended at least one (1) previous meeting of the same committee in the same school year which have exceeded the regular workday by at least one (1) hour,
- b. only the time for which the committee meets exceeding one (1) hour beyond the regular workday shall be compensated,
- c. compensation shall be at the hourly rate for Special Curriculum Work in accordance with Appendix “B”.

##### **2. Staffings**

Any Student Services staff member who is required to attend and participate in staffings after school shall receive extra compensation when all of the following conditions are met:

- a. the Student Services support staff member must attend for the full meeting time of at least one (1) other staffing in the same school year, which have exceeded the regular workday by no less than one (1) hour.
- b. only the time for which staffings exceed one (1) hour beyond the regular workday shall be compensated,
- c. compensation shall be at the hourly rate for Special Curriculum Work in accordance with Appendix “B”.

## **ARTICLE XI**

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### **PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

#### **11.A SALARIES / BENEFITS**

All salaries will be paid pursuant to Appendix "A", all extra duty pay will be paid pursuant to Appendix "B", and the fringe benefits shall be set forth in Appendix "C", which are attached to and incorporated into this Agreement.

#### **11.B TRAVEL REIMBURSEMENT**

Teachers who must use their automobile when on school business or to travel from one (1) school to another within the District because of a regular teaching assignment shall be reimbursed at a rate per mile equal to the current rate approved by the Internal Revenue Service. Such reimbursement shall not include routine travel to and from the teacher's home and the school.

In addition to the above mileage reimbursement, each teacher who must travel from one (1) school to another as part of his/her regular assignment will be compensated one-hundred dollars (\$100) per semester.

#### **11.C MEMBERSHIP DUES**

The Board shall deduct from the pay of each teacher current membership dues for the Association and its affiliates, provided that at the time of such deduction there is in the possession of the Board a current written authorization for dues deduction voluntarily executed by the teacher. The Association will provide the appropriate authorization forms to the teachers.

Such authorization or list shall specify the amount of the dues to be deducted from each teacher's salary for the current school year. Such authorization or list shall be submitted in writing to the Superintendent or his/her designee on or before October 1st. Teachers employed after the school year begins shall have thirty (30) calendar days from their first day of work to submit the appropriate signed authorization for dues deductions forms.

The amount specified will be prorated and deducted from paychecks in October, November, December, January, February, and March, unless such authorization shall be revoked by the teacher, in which instance dues deduction shall terminate no later than thirty (30) calendar days following receipt of a notice of revocation by the Superintendent or his/her designee.

A termination of employment for any reason shall constitute revocation of authorization for dues deduction the last day of employment, however, if a teacher begins an unpaid leave, resigns, or is terminated from employment of the Board prior to all dues for the year being deducted from the teacher's pay, then the Board shall deduct the prorated balance of the unpaid amount through the last day of work from the teacher's final paycheck providing the appropriate, signed authorization form is on file with the District. The Board shall transmit to the Association President or his/her designee funds so deducted within thirty (30)

calendar days of their collection. The parties shall comply with all applicable IELRB rules and regulations.

#### **11.D NUMBER OF PAYS / PAY DATES**

Teachers shall be paid over a twelve (12) month period. Pay dates shall be on the 15th and 30th of each month, except that when pay days fall on a non-teacher attendance day during the school term (or on Saturday or Sunday or legal holiday during other times), payment shall be on the last teacher attendance day preceding the pay day. All reasonable attempts shall be made so that checks mailed during the summer arrive at the teacher's residence no later than the official pay date.

#### **11.E HORIZONTAL MOVEMENT ON SALARY SCHEDULE**

##### **1. Requirements**

In order for any course work to be applicable for horizontal movement on the salary schedule, said work must fulfill the following requirements unless such requirements are waived and approved in writing by formal action of the Board prior to enrollment:

- a. The course must have prior written approval of the Superintendent or his/her designee; and
- b. The course must be offered by an accredited institution approved by at least one (1) nationally recognized accrediting organization; and
- c. The teacher receives a grade of "B" or better in a graduate course, or passes if said course is on a pass/fail basis; and
- d. The course must meet one (1) of the following criteria:
  1. The course is required by the Board in writing; or
  2. The course must be at the undergraduate or graduate level in the field directly related to the teacher's classroom assignment at the time the course is taken; or
  3. The subject matter of the course is in the field of education generally, and the course work would be meaningful in achieving the educational goals of the District; or
  4. The subject matter of the course is applicable to the co-curricular or extra-curricular program in which the teacher participates as part of his/her employment; or
  5. The course satisfies a requirement in a degree program that has previously been approved by the Superintendent; or
  6. The course satisfies a requirement of the Board as part of the remediation program.

##### **2. Pre-Approval / Criteria**

A pre-approval form must be submitted to the Superintendent prior to enrollment in the course. The form must be fully completed and may include attachments that more fully explain the purposes and benefits of the course. The Superintendent will render a decision based upon the requirements listed in Article XI (E), Section 1. The



Superintendent will render a decision on the request within ten (10) calendar days of his/her receipt of the request.

If the request for pre-approval of a course is denied, the Superintendent shall respond to the teacher who made the request in writing citing the reason(s) that the request was denied. The decision of the Superintendent relative to the requirements cited in Article XI (E), Section 1 shall be final, non-reviewable and non-grievable.

In the event the Superintendent denies a teacher's application for course approval, the teacher may request a meeting with the Superintendent to discuss the reasons for denial. During the meeting the teacher may present evidence or reasons why he/she believes the course and /or instructor satisfactorily meets the mutual interests of the teacher and the District. This evidence may include information provided by District teachers who have previously enrolled in approved courses.

Quality of courses and instructors shall be assessed periodically by the Superintendent. Both traditional and non-traditional courses shall be assessed for determination of approval. Traditional courses include those being offered by an accredited institution of higher learning at the institution site or at a site designated by the institution. Non-traditional courses may include video, correspondence, online, distance learning, and satellite courses. The assessment of a course may include, but may not be limited to, consideration of the institution offering the course, the course syllabus, and the course description. Online courses may be approved if they are part of an advanced degree, certificate program or support the teacher's instruction.

### 3. Tuition Reimbursement

For tenured teachers, tuition shall be reimbursed for courses taken providing that said courses are approved by the Superintendent prior to enrollment by the teacher and if the teacher waives salary advancement for such courses. Actual tuition cost not to exceed two hundred dollars (\$200) per credit hour with a maximum of one thousand dollars (\$1,000) per teacher per calendar year shall be reimbursed providing the teacher submits a paid receipt for said tuition to the Superintendent upon successful completion of the course.

Teachers may reclaim salary advancement for said courses upon repayment to the District of the tuition reimbursement paid to the teacher. The salary advancement may be reclaimed only within five (5) years of the October 1st date of notification to the Superintendent of course completion.

In the sole judgment of the Superintendent, if a teacher applies for approval to attend a non-credit workshop, the Superintendent may approve partial and/or total reimbursement for the cost of the same; however, the granting or denial of such approval shall not create a practice or a precedent, and the decision shall not be subject to review.

4. Notification of Course Completion / Schedule Placement

Notification of course completion and grade received shall be provided to the Superintendent via official transcript(s). Horizontal movement on the salary schedule shall be paid according to the following table:

Notification of Course Completion	Horizontal Movement on Salary Schedule	Salary Adjustment Pay Dates*
By October 1st	Retroactive to the 1st day of the school term	October 15th
By February 15th	Retroactive to the 91st day of the school term	February 28th

\*In accordance with Article XI, Section D; when pay days fall on a non-teacher attendance day during the school term (or on Saturday or Sunday or legal holiday during other times), payment shall be on the last teacher attendance day preceding the pay day.

**11.F REQUIRED CLASSES**

If the Board requires a teacher to take classes to become qualified to teach in areas where certification (or State Board Document #1) requires advanced work, or due to a plan of remediation, the Board shall reimburse teachers for such classes.

**11.G NATIONAL BOARD CERTIFICATION STIPEND**

Teachers who earn the National Board Professional Teacher Standards (NBPTS) Certification will receive a stipend of one thousand dollars (\$1,000) per year for ten (10) years of the certification. If a NBPTS teacher is hired by the District, he/she will receive the annual stipend for the years remaining in the certification.

**11.H RETIREMENT PROGRAM**

1. Eligibility

A retirement program shall be available for the duration of this Agreement to teachers who meet all of the following eligibility criteria:

- a. Completed at least twelve (12) continuous years or fifteen (15) total years of full-time service in District 202; and
- b. Meet the following requirements:
  1. attained the age of fifty-five (55) upon the effective date of retirement, or are less than fifty-five (55) years old and cease teaching and then turn fifty-five (55) within six (6) months of the last day of service; and
  2. qualify for an Illinois downstate Teachers' Retirement System ("TRS") retirement program that does not require any Board payment or contribution; and

3. no payment or contribution of any kind is assessed against the District by TRS as a result of the teacher's retirement and
- c. Have filed for participation in the retirement program of the TRS.
2. Procedures
  - a. Annual Window

Annually, during the month of January, for the duration of this Agreement, a teacher may submit an irrevocable request to retire to the Superintendent, setting forth a desired retirement date during the length of this Agreement. Any such retirement notification must be made during one of the January "window periods" provided above, and the anticipated retirement must be no later than June 30, 2020.
  - b. Retirement Cap

The Board may limit the number of qualified retirees under this Program to thirty percent (30%) of those eligible in accordance with the Memorandum of Agreement between the Association and the Board. Any such limitation will be in accordance with the requirements of the Memorandum of Agreement between the Association and the Board.
3. Benefits
  - a. Service Bonuses

Following approval of an eligible teacher's retirement notification application by the Board, the retiring teacher shall receive a service bonus as follows for each year of teaching service to District 202 providing that the retiring teacher does not participate in any TRS retirement plan which requires a Board payment or contribution:

12 through 14 years of service - \$450 per year
15 through 19 years of service - \$550 per year
20 through 24 years of service - \$650 per year
25 or more years of service - \$800 per year

To receive the service bonus, in addition to the service requirement, the retiring teacher must provide to the District a copy of his/her customized benefit statement prepared by TRS that reflects that the teacher is not participating in any other TRS retirement plan which requires a Board payment or contribution.

Service bonuses will be distributed on the last pay period in the year of retirement providing that the service bonus does not cause the retiring teacher's annual increase in creditable earnings to exceed six percent (6%) for that year over the prior year. Any amount of the service bonus that causes the creditable earnings to exceed the six percent (6%) increase for that year over the prior year shall not be paid as creditable earnings but will be paid as a post-retirement severance payment in a

lump sum within thirty (30) days after the date of the last regular paycheck of the year in which the teacher retires.

A teacher may elect to have a service bonus distributed in two (2) equal installments, one (1) during each of the last two (2) years prior to retirement on the last pay period of each year, providing that a copy of his/her customized benefit statement prepared by TRS is submitted to the District at least three months prior to retirement that reflects that the service bonus does not cause the retiring teacher's annual increase in creditable earnings to exceed six percent (6%) for that year over the prior year. Any amount of the service bonus that causes the creditable earnings to exceed the six percent (6%) increase for that year over the prior year shall not be paid as creditable earnings but will be paid as a post-retirement severance payment in a lump sum within thirty (30) days after the date of the last regular paycheck of the year in which the teacher retires. In the event that TRS cannot supply the customized benefit statement at least three months prior to retirement, a teacher shall document proof of trying to secure the customized benefit statement from TRS.

b. Post-Retirement Insurance Reimbursement

The Board shall also reimburse the retiree for the cost of TRS health insurance or other health insurance, selected by the retiree, after proof of payment is provided by the retiree. This Board insurance reimbursement may be applied to retiree medical, dental, and vision insurance and spouse/dependent medical, dental, and vision insurance and shall not exceed the following schedule providing that no additional payment or contribution will be required of the Board upon the teacher's retirement:

15 through 19 years of service -

Up to two thousand five hundred dollars (\$2,500) per year for five (5) consecutive years after the effective retirement date, the cessation of such insurance coverage, or the retiree's qualification for Medicare, whichever shall first occur.

20 through 24 years of service -

Up to three thousand dollars (\$3,000) per year for seven (7) consecutive years after the effective retirement date, the cessation of such insurance coverage, or the retiree's qualification for Medicare, whichever shall first occur.

25 or more years of service -

Up to three thousand five hundred dollars (\$3,500) per year for ten (10) consecutive years after the effective retirement date, or the retiree's qualification for Medicare, whichever shall first occur.

In the event that the retiree dies prior to the receipt of the entire reimbursement entitlement, the surviving spouse and/or dependent(s) shall have the right to receive reimbursement for medical insurance costs for the coverage in effect at the time of the retiree's death up to the limitations above.

c. Unused Sick Leave Stipend

In addition to the benefits described above, the Board shall pay a post-retirement stipend to eligible retiring teachers for unused, accumulated and recorded sick leave as follows:

Unused Accumulated Days	Stipend
Days recorded but not usable (for retirement credit) in excess of 340	\$25/day

4. Change in Law

In the event that the Illinois statute(s) providing for teacher retirement is/are amended in any manner, effective during the term of this Agreement, and such amendment(s) increases the financial obligations of the Board for employers or teachers participating in any state retirement system, the Board may discontinue this retirement program, and the parties shall immediately commence negotiations concerning what retirement benefits, if any, shall be offered under this Agreement.

## **ARTICLE XII**

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### **EFFECT OF AGREEMENT**

#### **12.A MODIFICATION OF CONTRACT**

The terms and conditions set forth in this Agreement represent the understanding of negotiated items and commitment between the parties hereto. The terms and conditions of this Agreement, for its duration, may be modified by alteration change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

#### **12.B DELETION OF ILLEGAL MATERIAL**

Should any article, section, clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

## ARTICLE XIII

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### DURATION AND ACCEPTANCE OF AGREEMENT

#### 13.A EFFECTIVE DATES

The Agreement shall be effective on the first teacher employment day of the 2019-2020 school term and shall expire at 11:59 p.m. on the day immediately preceding the start of the 2020-2021 school term.

#### 13.B DATE OF SIGNING

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

In witness thereof:

For the Lisle Education  
Association

For the Board of Education  
of Lisle School District 202

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Chairperson

\_\_\_\_\_  
Negotiation Chairperson

## APPENDIX A

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### SALARY SCHEDULES

#### Board Paid Retirement Contribution

The Board shall pay nine percent (9%) of the required member TRS retirement contribution to the Illinois Teachers' Retirement System (TRS) on all earnings, which qualify as creditable earnings for the duration of this Agreement.

#### Longevity Stipend / Base Salary

Teachers who have reached the last step of the appropriate salary lane shall be entitled to a longevity stipend calculated at three percent (3%) of the teacher's base salary.

For the purposes of this calculation, "base salary" shall be defined as the amount reflected on the step of the salary schedule where the affected teacher is placed. "Base salary" shall not include compensation paid for extra duties or other additional work.

Only those teachers in the BA + 32 lane and beyond shall be eligible for this longevity stipend. To be eligible for this stipend a teacher must have completed one (1) year on the last step of the appropriate lane. The following year, the longevity stipend shall be paid as part of the teacher's regular salary. Further horizontal movement where no salary cell exists on the salary schedule shall not discontinue receipt of a longevity stipend.

#### Experience Credit

When a teacher is initially employed, the Board may allow up to ten (10) years of credit on the then current salary schedule for relevant experience in other schools. In situations where a critical shortage of qualified teachers results in the inability of the Board to fill a position within this guideline, the Administration shall advise the Association of the need and reasons for hiring a teacher beyond the experience limitation.

#### Salary Schedule and Extra Duty - Six Percent Limitation

Any teacher within five (5) years of qualification for a retirement benefit and whose placement on the salary schedule and/or extra duty schedule generates an increase in creditable earnings from a prior year to the next year in excess of six percent (6%) shall be moved off of the salary schedule and/or extra duty schedule and shall receive an increase in total creditable earnings of six percent (6%). In the event that such teacher's placement on any salary schedule and/or extra duty schedule in subsequent years results in an increase in creditable earnings of six percent (6%) or less, the teacher will return to his/her appropriate placement on the salary schedule and/or extra duty schedule.

The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that amend or modify the Illinois Pension Code (40 ILCS 5/16-158(f)) relative to the required employer contributions for salary increases in excess of six percent (6%), the parties will meet within thirty (30) days of the passage or adoption of such legislation or administrative rules to discuss and negotiate the impact of the new laws or rules on the contract.



# APPENDIX A

## 2019-2020 SALARY SCHEDULE (BPRRS)

### APPENDIX A SALARY SCHEDULE 2019-2020

Includes 9% Board Paid TRS (BPTRS)

STEP	BA	BA + 12	BA + 24	MA	MA + 12	MA + 24	MA + 36	MA + 48	MA + 60	PHD
0	\$ 48,295	\$ 50,710	\$ 53,607	\$ 59,886	\$ 62,784	\$ 65,681	\$ 68,579	\$ 71,477	\$ 74,374	\$ 77,272
1	\$ 49,696	\$ 52,110	\$ 55,249	\$ 61,818	\$ 64,715	\$ 67,613	\$ 70,511	\$ 73,408	\$ 76,306	\$ 79,204
2	\$ 51,096	\$ 53,511	\$ 56,892	\$ 63,749	\$ 66,647	\$ 69,545	\$ 72,443	\$ 75,340	\$ 78,238	\$ 81,136
3	\$ 52,497	\$ 54,911	\$ 58,534	\$ 65,681	\$ 68,579	\$ 71,477	\$ 74,374	\$ 77,272	\$ 80,170	\$ 83,067
4	\$ 53,897	\$ 56,312	\$ 60,176	\$ 67,613	\$ 70,511	\$ 73,408	\$ 76,306	\$ 79,204	\$ 82,102	\$ 84,999
5	\$ 55,298	\$ 57,713	\$ 61,818	\$ 69,545	\$ 72,443	\$ 75,340	\$ 78,238	\$ 81,136	\$ 84,033	\$ 86,931
6	\$ 56,698	\$ 59,113	\$ 63,460	\$ 71,477	\$ 74,374	\$ 77,272	\$ 80,170	\$ 83,067	\$ 85,965	\$ 88,863
7	\$ 58,099	\$ 60,514	\$ 65,102	\$ 73,408	\$ 76,306	\$ 79,204	\$ 82,102	\$ 84,999	\$ 87,897	\$ 90,795
8	\$ 59,499	\$ 61,914	\$ 66,744	\$ 75,340	\$ 78,238	\$ 81,136	\$ 84,033	\$ 86,931	\$ 89,829	\$ 92,726
9	\$ 60,900	\$ 63,315	\$ 68,386	\$ 77,272	\$ 80,170	\$ 83,067	\$ 85,965	\$ 88,863	\$ 91,761	\$ 94,658
10	\$ 62,301	\$ 64,715	\$ 70,028	\$ 79,204	\$ 82,102	\$ 84,999	\$ 87,897	\$ 90,795	\$ 93,692	\$ 96,590
11	\$ 63,701	\$ 66,116	\$ 71,670	\$ 81,136	\$ 84,033	\$ 86,931	\$ 89,829	\$ 92,726	\$ 95,624	\$ 98,522
12	\$ 65,102	\$ 67,516	\$ 73,312	\$ 83,067	\$ 85,965	\$ 88,863	\$ 91,761	\$ 94,658	\$ 97,556	\$ 100,454
13	\$ 66,502	\$ 68,917	\$ 74,954	\$ 84,999	\$ 87,897	\$ 90,795	\$ 93,692	\$ 96,590	\$ 99,488	\$ 102,385
14	\$ 67,903	\$ 70,318	\$ 76,596	\$ 86,931	\$ 89,829	\$ 92,726	\$ 95,624	\$ 98,522	\$ 101,420	\$ 104,317
15			\$ 78,238	\$ 88,863	\$ 91,761	\$ 94,658	\$ 97,556	\$ 100,454	\$ 103,351	\$ 106,249
16			\$ 79,880	\$ 90,795	\$ 93,692	\$ 96,590	\$ 99,488	\$ 102,385	\$ 105,283	\$ 108,181
17				\$ 92,726	\$ 95,624	\$ 98,522	\$ 101,420	\$ 104,317	\$ 107,215	\$ 110,113
18				\$ 94,658	\$ 97,556	\$ 100,454	\$ 103,351	\$ 106,249	\$ 109,147	\$ 112,044
19				\$ 96,590	\$ 99,488	\$ 102,385	\$ 105,283	\$ 108,181	\$ 111,079	\$ 113,976
20				\$ 98,522	\$ 101,420	\$ 104,317	\$ 107,215	\$ 110,113	\$ 113,010	\$ 115,908
21			Longevity	\$ 101,478	\$ 104,463	\$ 107,447	\$ 110,431	\$ 113,416	\$ 116,400	\$ 119,385

# APPENDIX A

## 2019-2020 SALARY SCHEDULE (NO BPTRS)

### LISLE COMMUNITY UNIT SCHOOL DISTRICT 202 BASE SALARY SCHEDULE 2019-2020

DOES NOT Include 9% Board Paid TRS (BPTRS)

STEP	BA	BA + 12	BA + 24	MA	MA + 12	MA + 24	MA + 36	MA + 48	MA + 60	PHD
0	\$ 43,948	\$ 46,146	\$ 48,782	\$ 54,496	\$ 57,133	\$ 59,770	\$ 62,407	\$ 65,044	\$ 67,680	\$ 70,318
1	\$ 45,223	\$ 47,420	\$ 50,277	\$ 56,254	\$ 58,891	\$ 61,528	\$ 64,165	\$ 66,801	\$ 69,438	\$ 72,076
2	\$ 46,497	\$ 48,695	\$ 51,772	\$ 58,012	\$ 60,649	\$ 63,286	\$ 65,923	\$ 68,559	\$ 71,197	\$ 73,834
3	\$ 47,772	\$ 49,969	\$ 53,266	\$ 59,770	\$ 62,407	\$ 65,044	\$ 67,680	\$ 70,318	\$ 72,955	\$ 75,591
4	\$ 49,046	\$ 51,244	\$ 54,760	\$ 61,528	\$ 64,165	\$ 66,801	\$ 69,438	\$ 72,076	\$ 74,713	\$ 77,349
5	\$ 50,321	\$ 52,519	\$ 56,254	\$ 63,286	\$ 65,923	\$ 68,559	\$ 71,197	\$ 73,834	\$ 76,470	\$ 79,107
6	\$ 51,595	\$ 53,793	\$ 57,749	\$ 65,044	\$ 67,680	\$ 70,318	\$ 72,955	\$ 75,591	\$ 78,228	\$ 80,865
7	\$ 52,870	\$ 55,068	\$ 59,243	\$ 66,801	\$ 69,438	\$ 72,076	\$ 74,713	\$ 77,349	\$ 79,986	\$ 82,623
8	\$ 54,144	\$ 56,342	\$ 60,737	\$ 68,559	\$ 71,197	\$ 73,834	\$ 76,470	\$ 79,107	\$ 81,744	\$ 84,381
9	\$ 55,419	\$ 57,617	\$ 62,231	\$ 70,318	\$ 72,955	\$ 75,591	\$ 78,228	\$ 80,865	\$ 83,503	\$ 86,139
10	\$ 56,694	\$ 58,891	\$ 63,725	\$ 72,076	\$ 74,713	\$ 77,349	\$ 79,986	\$ 82,623	\$ 85,260	\$ 87,897
11	\$ 57,968	\$ 60,166	\$ 65,220	\$ 73,834	\$ 76,470	\$ 79,107	\$ 81,744	\$ 84,381	\$ 87,018	\$ 89,655
12	\$ 59,243	\$ 61,440	\$ 66,714	\$ 75,591	\$ 78,228	\$ 80,865	\$ 83,503	\$ 86,139	\$ 88,776	\$ 91,413
13	\$ 60,517	\$ 62,714	\$ 68,208	\$ 77,349	\$ 79,986	\$ 82,623	\$ 85,260	\$ 87,897	\$ 90,534	\$ 93,170
14	\$ 61,792	\$ 63,989	\$ 69,702	\$ 79,107	\$ 81,744	\$ 84,381	\$ 87,018	\$ 89,655	\$ 92,292	\$ 94,928
15			\$ 71,197	\$ 80,865	\$ 83,503	\$ 86,139	\$ 88,776	\$ 91,413	\$ 94,049	\$ 96,687
16			\$ 72,691	\$ 82,623	\$ 85,260	\$ 87,897	\$ 90,534	\$ 93,170	\$ 95,808	\$ 98,445
17				\$ 84,381	\$ 87,018	\$ 89,655	\$ 92,292	\$ 94,928	\$ 97,566	\$ 100,203
18				\$ 86,139	\$ 88,776	\$ 91,413	\$ 94,049	\$ 96,687	\$ 99,324	\$ 101,960
19				\$ 87,897	\$ 90,534	\$ 93,170	\$ 95,808	\$ 98,445	\$ 101,082	\$ 103,718
20				\$ 89,655	\$ 92,292	\$ 94,928	\$ 97,566	\$ 100,203	\$ 102,839	\$ 105,476
21			Longevity	\$ 92,345	\$ 95,061	\$ 97,777	\$ 100,492	\$ 103,209	\$ 105,924	\$ 108,640

## APPENDIX B

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### EXTRA DUTY

#### Supplements and Stipulations

1. Percentages for positions listed in the Extra Duty Schedule will be applied to the base at BA Step 0 for the appropriate salary schedule in Appendix "A".
2. Percentage increases shall be granted when an individual moves from one level to the next higher level.
3. Extra duty pay will be distributed across the pay periods that fall within the season of the activity or, if the position extends over the course of the school year, in equal installments between the first September pay period and the last June pay period. The following schedule will be followed for extra duty pay when paid during a season:

ACTIVITY SEASON	PAY BEGINS	PAY ENDS
Fall	September 15	November 30
Winter	November 30	March 15
Spring	March 15	June 15
Yearlong	September 15	June 30

The payment option selected by the teacher must be made consistent with the requirements of Article XI (D) of this Agreement.

The final installment for payment may be delayed by the Administration if assigned duties have not been completed.

4. All individuals serving in extra duty positions may be evaluated at the discretion of the school district administration. Evaluations shall be conducted within thirty (30) school days of the conclusion of the extra duty activity. Evaluations for spring and yearlong activities shall be conducted during the month of May.

Any evaluation instrument used shall be developed jointly with the Association and school district administration. No individual shall be dismissed from an extra duty position without an evaluation except when the Board discontinues an activity.

5. Assignments for all extra duty positions paid hereunder shall be voluntary except as provided in Article X (I). Annually, the Administration shall solicit volunteers from the bargaining unit to fill extra duty positions. In the event a qualified volunteer is unavailable the Board may offer the position to a non-bargaining unit member.

Any vacancy for an established extra duty position or any new extra duty position shall be posted in each of the school buildings within thirty (30) school days of the date upon which the vacancy or new position becomes official. Teachers will have ten (10) school days from

the first date of posting to apply for a vacant or new position. Thereafter, the Administration may seek other alternatives for filling the vacancy or new position.

Notice that the Board is considering addition, deletion or restructuring of extra duty positions shall be provided to the Association at least ten (10) school days before such addition, deletion or restructuring becomes official.

6. In the event that more than one (1) teacher applies for any one (1) vacancy, the Board shall select any teacher from the list of those who apply without challenge or review of such selection.
7. In the event that the Board rejects a teacher who is the only applicant for a vacant position, the teacher so affected shall have the following rights:
  - a. Notice of rejection in writing stating the reason(s) for same.
  - b. Right to a closed session review of such rejection with the Board.
  - c. Right to have a representative present to assist with such review.
  - d. Requirement that the Association may have a representative present for such review.
  - e. Requirement that the Superintendent or his/her designee presents such reasons for rejection at the review.
  - f. Right to speak on his/her behalf, present a reasonable number of witnesses and evidence, question relevant parties, cross-examine any witnesses and examine any evidence offered.
  - g. The Administration shall have the burden of proof in presenting its case to the Board.
  - h. After such review, the Board's decision shall be final.
8. The Board retains the right to offer any activity or position not listed herein, and to set the duties and pay for the same providing that such pay shall be not less than on a comparable basis to similar assignments. This rate of pay and a job description shall be given to the Association President within fifteen (15) school days.

If the Association wishes to negotiate such conditions, it shall serve written notice on the Board of such request and negotiations shall commence forthwith. However, nothing shall be deemed to prohibit the Board from commencing said duties, pay, activity or positions.

9. At any time, without negotiations with the Association, the Board shall be entitled to discontinue any position and/or activity. In the event that an extra duty position is discontinued, the Superintendent shall send notification of the same to the Association.

The Association may submit recommendations regarding the discontinuance of an extra duty position. Teachers affected by the Board's decision to discontinue a position or activity shall be notified within ten (10) school days of the Board's decision.
10. The Board may subcontract any position with a non-bargaining unit member, provided that the pay for the same shall not exceed the amounts set forth herein, and provided further that there are no qualified applicants for said activity and/or a single qualified applicant has

been rejected. Pay for the position shall be in accordance with the schedule for extra duty positions in this appendix.

11. Each individual starting their first year of an extra duty position shall be provided with a current job description prior to the commencement of activities and is expected to fulfill the responsibilities of the position as determined in that job description. Extra duty job descriptions shall be on file with the appropriate administrator.

At least every 10 years, the school district and Association shall review all extra duty job descriptions for revisions as appropriate.

Administrators and individuals involved in the extra duty activity shall review and recommend to a job description committee any changes pertaining to the job description within thirty (30) calendar days following the conclusion of the activity.

12. The following dates shall be applicable for notification by the Board of a teacher who is to be terminated from a scheduled extra duty position:

Fall Activities	January 1
Winter Activities	May 1
Spring Activities	July 1
Year-long Activities	July 1

The reason given to a teacher for termination from an extra duty position shall not be subject to grievance. In the event that the Board decides not to offer a position in a subsequent year, the dates of notification cited above will not be applicable.

13. Resignations by teachers from scheduled extra duty positions shall be submitted to the Superintendent or his/her designee no less than sixty (60) calendar days prior to the start of the extra duty activity unless otherwise approved by the Superintendent.
14. The Superintendent, or his/her designee, shall meet with any new extra duty hire to discuss placement on the extra duty schedule. At such meeting, the new hire may share information, which will assist in the determination of the initial step and level placement. The initial placement shall be limited to Level 3 Step 8.

If, after a reasonable search, no qualified candidate can be assigned the extra duty position within this limitation, the Administration shall so notify the Association President. If interested in discussing the matter, the Association must respond to the notification within five (5) school days of its receipt. If the Administration receives a request from the Association, a meeting shall be scheduled. The Association may provide recommendations to resolve the matter during the meeting. Thereafter, the Board may place a new hire at any step or level. Advancement in future years will be from the point of original placement.

Teachers who resign from an extra duty position and subsequently are re-appointed to an extra duty position in the same category for the same activity or sport shall experience no loss or gain of experience credit upon reassuming the position.

15. Teachers may submit proposals for changes in job descriptions, position category placements, and/or new positions. All extra duty forms are available from the Lisle Education Association President and the procedures for submitting such proposals are as follows:
- a. The teacher must thoroughly complete an “Extra Duty Proposal for Change Form” and submit it to the Association President. Upon the approval of the Association, the teacher may then submit the proposal to the supervising administrator of the extra duty or activity.
  - b. The supervising administrator shall review the proposal and meet with the teacher who submitted the proposal within ten (10) school days. During the meeting, an opportunity will be provided to the teacher to explain the proposal.  
  
Within five (5) school days from the meeting, the supervising administrator shall decide whether to accept the proposal for further consideration or reject it. If accepted, the supervising administrator shall submit a recommendation to the Superintendent. If the supervising administrator rejects the proposal, the supervising administrator shall advise in writing the teacher who submitted the proposal that the proposal has been rejected including the reasons for the rejection.
  - c. Within five (5) school days of the receipt of a recommendation from the supervising administrator, the Superintendent shall decide whether to accept or reject the proposal and shall respond in writing to both the teacher submitting the proposal and the Association President. If the proposal is rejected by the Superintendent, reasons shall be cited for the rejection.
  - d. If the proposal is rejected by the supervising administrator, the teacher may submit the proposal directly to the Superintendent for consideration. Within five (5) school days of receipt of the proposal from the teacher, the Superintendent shall decide whether to accept or reject the proposal and shall respond in writing to both the teacher submitting the proposal and the Association President. If the proposal is rejected by the Superintendent, reasons shall be cited for the rejection.
  - e. If the Superintendent endorses the proposal, then the proposal shall be placed on the agenda for consideration by the Board at its next regular meeting.
16. Placement of individuals moving from an assistant position to a head position or from a head position to an assistant position shall be determined through joint agreement of the individual and the representative of the Board. However, when an individual moves from a head position to an assistant position, placement will be on the assistant scale at a step not less than that achieved in the head position.
17. The positions of timekeepers, scorekeepers and announcers may be filled by volunteers before being posted for district teachers to fill. Except in cases of emergency, these positions must be posted for at least ten (10) school days in all buildings before these assignments can be filled by paid individuals who are not members of the bargaining unit.

18. Procedures for assigning timer, scorers, and announcers for athletic contests are attached at the back of this Agreement.
19. Procedures for assigning Saturday detention supervisors are attached at the back of this Agreement.

### EXTRA DUTY SCHEDULE (BPTRS)

## APPENDIX B - EXTRA DUTY SCHEDULE 2019-2020

(Positions requiring time outside normal teaching day and added responsibility)

		BA Step 0 \$48,295				
ATHLETICS/INTERSCHOLASTIC		LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	HEAD BASKETBALL (9-12) HEAD FOOTBALL (9-12)	14% \$6,761	16% \$7,727	18% \$8,693	20% \$9,659	22% \$10,625
II.	HEAD BASEBALL (9-12) HEAD SOFTBALL (9-12) HEAD SOCCER (9-12) HEAD TRACK (9-12) HEAD VOLLEYBALL (9-12) HEAD WRESTLING (9-12)	12% \$5,795	14% \$6,761	16% \$7,727	18% \$8,693	20% \$9,659
III.	HEAD BOWLING (9-12) HEAD CROSS COUNTRY (9-12) HEAD DANCE TEAM (9-12) HEAD GOLF (9-12) HEAD TENNIS (9-12) ASSISTANT BASKETBALL (9-12) ASSISTANT FOOTBALL (9-12) HEAD SCIENCE OLYMPIAD	10% \$4,830	12% \$5,795	14% \$6,761	16% \$7,727	18% \$8,693
IV.	ASSISTANT BASEBALL (9-12) ASSISTANT CROSS COUNTRY (9-12) ASSISTANT SOCCER (9-12) ASSISTANT SOFTBALL (9-12) ASSISTANT TRACK (9-12) ASSISTANT VOLLEYBALL (9-12) ASSISTANT WRESTLING (9-12) ASSISTANT SCIENCE OLYMPIAD (6-8)	8% \$3,864	10% \$4,830	12% \$5,795	14% \$6,761	16% \$7,727
V.	HEAD COMPETITIVE CHEERLEADING (9-12) BASEBALL (6-8) BASKETBALL (6-8) FOOTBALL (6-8) SOCCER (6-8) SOFTBALL (6-8) TRACK (6-8) VOLLEYBALL (6-8) WRESTLING (6-8)	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795	14% \$6,761
VI.	HEAD FOOTBALL CHEERLEADING (9-12)	5% \$2,415	7% \$3,381	9% \$4,347	11% \$5,312	13% \$6,278
VII.	HEAD SCHOLASTIC BOWL (9-12) DECA (9-12) ASSISTANT FOOTBALL CHEERLEADING (9-12) ASSISTANT COMPETITIVE CHEERLEADING (9-12) CHEERLEADING (6-8) DANCE TEAM (6-8)	4% \$1,932	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795
VIII.	ASSISTANT SCHOLASTIC BOWL (9-12)	3% \$1,449	5% \$2,415	6% \$2,898	7% \$3,381	9% \$4,347
IX.	INTRAMURAL PROGRAMS SPECIAL OLYMPICS FALL SEASON SPECIAL OLYMPICS WINTER SEASON SPECIAL OLYMPICS SPRING SEASON	2% \$966	3% \$1,449	4% \$1,932	5% \$2,415	6% \$2,898



## APPENDIX B

### EXTRA DUTY SCHEDULE (BPTRS) – cont.

#### ATHLETICS/INTERSCHOLASTIC (Continued)

X.	OTHER MISCELLANEOUS	<u>2019-2020</u>
	TIMEKEEPERS / SCOREKEEPERS / ANNOUNCERS *	
	Varsity Athletics 9-12 (Per Game/Per Match)	\$35.00
	Lower Level Athletics 9-12 (Per Game/Per Match)	\$30.00
	Junior High Athletics 6-8 (Per Game/Per Match)	\$30.00
	Wrestling 9-12 (Dual Meets)	\$40.00
	Wrestling 9-12 (Triangular Meets +)	\$56.00
	Wrestling 6-8 (Dual Meets)	\$40.00
	Wrestling 6-8 (Triangular Meets +)	\$56.00
	* If an individual performs a second duty per game or per match, the additional duty will be paid at 50% of the regular rate.	
	Ticket Sellers (Per Assignment)	\$54.00
	Game Supervision (Per Assignment)	\$54.00
	Bus Chaperone (Per Assignment)	\$80.00
	All Day Intramurals	\$105.00
	Swimming (Approved Practices / Meetings)	\$38.00
	Swimming (Approved Meets)	\$80.00
	Weightlifting Supervision	\$20/hr

CATEGORY		DRAMATICS / MUSIC				
		LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	BAND DIRECTOR (9-12)	10% \$4,830	12% \$5,795	14% \$6,761	16% \$7,727	18% \$8,693
II.	CHORUS DIRECTOR (9-12)	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795	14% \$6,761
III.	FALL DRAMA DIRECTOR (9-12)	5% \$2,415	7% \$3,381	9% \$4,347	11% \$5,312	13% \$6,278
	ASSISTANT SPRING MUSICAL DIRECTOR (9-12)					
	SENIOR HIGH SCHOOL AUDITORIUM MANAGER					
IV.	FLAG CORPS (9-12)	4% \$1,932	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795
	THEATER TECH CLUB (9-12)					
	ASSISTANT BAND DIRECTOR (6-12)					
	ASSISTANT FALL DRAMA (9-12)					
	BAND DIRECTOR (6-8)					
	CHORUS DIRECTOR (6-8)					
	DRAMA DIRECTOR (6-8)					
V.	FALL DRAMA SET CONSTRUCTION (9-12)	3% \$1,449	5% \$2,415	7% \$3,381	9% \$4,347	11% \$5,312
	MUSICAL COSTUME DIRECTOR (9-12)					
VI.	FALL PLAY LIGHT & SOUND TECHNICIAN (9-12)	2% \$966	4% \$1,932	6% \$2,898	8% \$3,864	10% \$4,830
	MUSICAL SET CONSTRUCTION (9-12)					
	ASSISTANT DRAMA DIRECTOR (6-8)					
	CHORAL ENSEMBLE CLUB (6-8)					
	JAZZ BAND DIRECTOR (6-8)					
	BAND DIRECTOR (5)					
	CHORUS DIRECTOR (4 & 5 Combined)					
	JUNIOR HIGH SCHOOL AUDITORIUM MANAGER					
VII.	MUSICAL CHOREOGRAPHER (9-12)	1% \$483	3% \$1,449	5% \$2,415	7% \$3,381	
	MUSICAL PIT BAND DIRECTOR (9-12)					
	MUSICAL PIT BAND PIANIST (9-12)					
	ASSISTANT BAND DIRECTOR (5)					
VIII.	OTHER MISCELLANEOUS	<u>2019-2020</u>				
	Ticket Seller Drama/Music (Per Assignment)		\$41.00			

## APPENDIX B

### EXTRA DUTY SCHEDULE (BPTRS) – cont.

CATEGORY	ACTIVITIES AND CLUBS	LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	YEARBOOK (9-12) TICKET MANAGER DIG IN CLUB (6-8)	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795	14% \$6,761
II.	A.V. DIRECTOR (9-12) NEWSPAPER EDITING SPONSOR (9-12) NEWSPAPER PUBLICATION SPONSOR (9-12) STUDENT GOVERNMENT (9-12) YEARBOOK (6-8) AFS SPONSOR WEB MANAGER	4% \$1,932	6% \$2,898	8% \$3,864	10% \$4,830	12% \$5,795
III.	STUDENT GOVERNMENT (6-8)	3% \$1,449	5% \$2,415	7% \$3,381	9% \$4,347	11% \$5,312
IV.	MATH CLUB (9-12) A.V. DIRECTOR (6-8) NEWSPAPER (6-8) STUDENT GOVERNMENT (K-5) ASSISTANT AFS SPONSOR ASSISTANT TICKET MANAGER YOUTH & GOVERNMENT CLUB (9-12) WEB LIAISON (9-12) WEB LIAISON (6-8) WEB LIAISON (K-5)	2% \$966	4% \$1,932	6% \$2,898	8% \$3,864	
V.	SENIOR CLASS SPONSOR (12) * JUNIOR CLASS SPONSOR (11) SOPH CLASS SPONSOR (10) FROSH CLASS SPONSOR (9) * Add 1% for Senior Class Sponsor	3% \$1,449	4% \$1,932	5% \$2,415	6% \$2,898	
VI.	ART CLUB (9-12) CTAO (9-12) ENVIRONMENTAL CLUB (9-12) FRENCH CLUB SPONSOR (9-12) GAY-STRAIGHT ALLIANCE (9-12) HUMANITIES CLUB (9-12) NATIONAL HONOR SOCIETY SPONSOR (9-12) SPANISH CLUB SPONSOR (9-12) THESPIANS (9-12) ART CLUB (6-8) BECAUSE (6-8) BEST CLUB (6-8) COMPUTER CLUB (6-8) DEBATE CLUB (6-8) FRENCH CLUB SPONSOR (6-8) SPELLING CLUB (6-8) COMPUTER CLUB (3-5)	1% \$483	3% \$1,449	5% \$2,415		
VII.	OTHER MISCELLANEOUS	<u>2019-2020</u>				
	DRIVER'S ED (Per Hour)	\$36.00				
	DETENTION/TUTORING (Per Hour)	\$30.00				
	INTERNAL SUBSTITUTES (6-12) (Per Assigned Period)	\$30.00				
	INTERNAL SUBSTITUTES (K-5) (Per Half Hour)	\$20.00				
	CONSULTING TEACHER (Per Hour)	\$80.00				
	SUMMER SCHOOL (Per Hour)	\$30.00				
	ACTIVITY CHAPERONE/SUPERVISION (Per Hour)	\$20.00				
	OVERNIGHT SUPERVISION	\$85.00				
	SUMMER/SPECIAL CURRICULUM WORK (Per Hour)	\$26.00				
	ELEMENTARY SAFETY COORDINATOR (Per Hour)	\$21.00				
	LUNCHROOM SUPERVISION (Per Semester) (Applicable only when teacher voluntarily accepts duty in lieu of duty-free lunch period)	\$350.00				
	TEACHER MENTOR (3%)	\$1,449				
CATEGORY	DEPARTMENT HEADS	LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	6-12 DEPARTMENT HEAD	8% \$3,864	10% \$4,830	12% \$5,795	14% \$6,761	16% \$7,727

## APPENDIX B

### EXTRA DUTY SCHEDULE (NO BPTRS)

#### APPENDIX B - EXTRA DUTY SCHEDULE 2019-2020

(Positions requiring time outside normal teaching day and added responsibility)

		DOES NOT Include 9% Board Paid TRS (BPTRS)					BA Step 0
							\$43,948
CATEGORY	ATHLETICS/INTERSCHOLASTIC	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	
		(Steps 1-3)	(Steps 4-6)	(Steps 7-9)	(Steps 10-12)	(Steps 13+)	
I.	HEAD BASKETBALL (9-12)	14%	16%	18%	20%	22%	
	HEAD FOOTBALL (9-12)	\$6,153	\$7,032	\$7,911	\$8,790	\$9,669	
II.	HEAD BASEBALL (9-12)	12%	14%	16%	18%	20%	
	HEAD SOFTBALL (9-12)	\$5,274	\$6,153	\$7,032	\$7,911	\$8,790	
	HEAD SOCCER (9-12)						
	HEAD TRACK (9-12)						
	HEAD VOLLEYBALL (9-12)						
	HEAD WRESTLING (9-12)						
III.	HEAD BOWLING (9-12)	10%	12%	14%	16%	18%	
	HEAD CROSS COUNTRY (9-12)	\$4,395	\$5,274	\$6,153	\$7,032	\$7,911	
	HEAD DANCE TEAM (9-12)						
	HEAD GOLF (9-12)						
	HEAD TENNIS (9-12)						
	ASSISTANT BASKETBALL (9-12)						
	ASSISTANT FOOTBALL (9-12)						
IV.	HEAD SCIENCE OLYMPIAD						
	ASSISTANT BASEBALL (9-12)	8%	10%	12%	14%	16%	
	ASSISTANT CROSS COUNTRY (9-12)	\$3,516	\$4,395	\$5,274	\$6,153	\$7,032	
	ASSISTANT SOCCER (9-12)						
	ASSISTANT SOFTBALL (9-12)						
	ASSISTANT TRACK (9-12)						
	ASSISTANT VOLLEYBALL (9-12)						
	ASSISTANT WRESTLING (9-12)						
V.	ASSISTANT SCIENCE OLYMPIAD (6-8)						
	HEAD COMPETITIVE CHEERLEADING (9-12)	6%	8%	10%	12%	14%	
	BASEBALL (6-8)	\$2,637	\$3,516	\$4,395	\$5,274	\$6,153	
	BASKETBALL (6-8)						
	FOOTBALL (6-8)						
	SOCCER (6-8)						
	SOFTBALL (6-8)						
	TRACK (6-8)						
VI.	VOLLEYBALL (6-8)						
	WRESTLING (6-8)						
	HEAD FOOTBALL CHEERLEADING (9-12)	5%	7%	9%	11%	13%	
		\$2,197	\$3,076	\$3,955	\$4,834	\$5,713	
	HEAD SCHOLASTIC BOWL (9-12)	4%	6%	8%	10%	12%	
	DECA (9-12)	\$1,758	\$2,637	\$3,516	\$4,395	\$5,274	
	ASSISTANT FOOTBALL CHEERLEADING (9-12)						
VII.	ASSISTANT COMPETITIVE CHEERLEADING (9-12)						
	CHEERLEADING (6-8)						
	DANCE TEAM (6-8)						
VIII.	ASSISTANT SCHOLASTIC BOWL (9-12)	3%	5%	6%	7%	9%	
		\$1,318	\$2,197	\$2,637	\$3,076	\$3,955	
IX.	INTRAMURAL PROGRAMS	2%	3%	4%	5%	6%	
	SPECIAL OLYMPICS FALL SEASON	\$879	\$1,318	\$1,758	\$2,197	\$2,637	
	SPECIAL OLYMPICS WINTER SEASON						
	SPECIAL OLYMPICS SPRING SEASON						

## APPENDIX B

### EXTRA DUTY SCHEDULE (NO BPTRS) – cont.

#### ATHLETICS/INTERSCHOLASTIC (Continued)

X.	OTHER MISCELLANEOUS	<u>2019-2020</u>
	TIMEKEEPERS / SCOREKEEPERS / ANNOUNCERS *	
	Varsity Athletics 9-12 (Per Game/Per Match)	\$35.00
	Lower Level Athletics 9-12 (Per Game/Per Match)	\$30.00
	Junior High Athletics 6-8 (Per Game/Per Match)	\$30.00
	Wrestling 9-12 (Dual Meets)	\$40.00
	Wrestling 9-12 (Triangular Meets +)	\$56.00
	Wrestling 6-8 (Dual Meets)	\$40.00
	Wrestling 6-8 (Triangular Meets +)	\$56.00
	* If an individual performs a second duty per game or per match, the additional duty will be paid at 50% of the regular rate.	
	Ticket Sellers (Per Assignment)	\$54.00
	Game Supervision (Per Assignment)	\$54.00
	Bus Chaperone (Per Assignment)	\$80.00
	All Day Intramurals	\$105.00
	Swimming (Approved Practices / Meetings)	\$38.00
	Swimming (Approved Meets)	\$80.00
	Weightlifting Supervision	\$20/hr

CATEGORY		DRAMATICS / MUSIC				
		LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	BAND DIRECTOR (9-12)	10% \$4,395	12% \$5,274	14% \$6,153	16% \$7,032	18% \$7,911
II.	CHORUS DIRECTOR (9-12) SPRING MUSICAL DIRECTOR (9-12)	6% \$2,637	8% \$3,516	10% \$4,395	12% \$5,274	14% \$6,153
III.	FALL DRAMA DIRECTOR (9-12) ASSISTANT SPRING MUSICAL DIRECTOR (9-12) SENIOR HIGH SCHOOL AUDITORIUM MANAGER	5% \$2,197	7% \$3,076	9% \$3,955	11% \$4,834	13% \$5,713
IV.	FLAG CORPS (9-12) THEATER TECH CLUB (9-12) ASSISTANT BAND DIRECTOR (6-12) ASSISTANT FALL DRAMA (9-12) BAND DIRECTOR (6-8) CHORUS DIRECTOR (6-8) DRAMA DIRECTOR (6-8)	4% \$1,758	6% \$2,637	8% \$3,516	10% \$4,395	12% \$5,274
V.	FALL DRAMA SET CONSTRUCTION (9-12) MUSICAL COSTUME DIRECTOR (9-12)	3% \$1,318	5% \$2,197	7% \$3,076	9% \$3,955	11% \$4,834
VI.	FALL PLAY LIGHT & SOUND TECHNICIAN (9-12) MUSICAL SET CONSTRUCTION (9-12) ASSISTANT DRAMA DIRECTOR (6-8) CHORAL ENSEMBLE CLUB (6-8) JAZZ BAND DIRECTOR (6-8) BAND DIRECTOR (5) CHORUS DIRECTOR (4 & 5 Combined) JUNIOR HIGH SCHOOL AUDITORIUM MANAGER	2% \$879	4% \$1,758	6% \$2,637	8% \$3,516	10% \$4,395
VII.	MUSICAL CHOREOGRAPHER (9-12) MUSICAL PIT BAND DIRECTOR (9-12) MUSICAL PIT BAND PLANIST (9-12) ASSISTANT BAND DIRECTOR (5)	1% \$439	3% \$1,318	5% \$2,197	7% \$3,076	
VIII.	OTHER MISCELLANEOUS	2019-2020				
	Ticket Seller Drama/Music (Per Assignment)	\$41.00				

## APPENDIX B

### EXTRA DUTY SCHEDULE (NO BPTRS) – cont.

CATEGORY	ACTIVITIES AND CLUBS	LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	YEARBOOK (9-12) TICKET MANAGER DIG IN CLUB (6-8)	6% \$2,637	8% \$3,516	10% \$4,395	12% \$5,274	14% \$6,153
II.	A.V. DIRECTOR (9-12) NEWSPAPER EDITING SPONSOR (9-12) NEWSPAPER PUBLICATION SPONSOR (9-12) STUDENT GOVERNMENT (9-12) YEARBOOK (6-8) AFS SPONSOR WEB MANAGER	4% \$1,758	6% \$2,637	8% \$3,516	10% \$4,395	12% \$5,274
III.	STUDENT GOVERNMENT (6-8)	3% \$1,318	5% \$2,197	7% \$3,076	9% \$3,955	11% \$4,834
IV.	MATH CLUB (9-12) A.V. DIRECTOR (6-8) NEWSPAPER (6-8) STUDENT GOVERNMENT (K-5) ASSISTANT AFS SPONSOR ASSISTANT TICKET MANAGER YOUTH & GOVERNMENT CLUB (9-12) WEB LIAISON (9-12) WEB LIAISON (6-8) WEB LIAISON (K-5)	2% \$879	4% \$1,758	6% \$2,637	8% \$3,516	
V.	SENIOR CLASS SPONSOR (12) * JUNIOR CLASS SPONSOR (11) SOPH CLASS SPONSOR (10) FROSH CLASS SPONSOR (9) * Add 1% for Senior Class Sponsor	3% \$1,318	4% \$1,758	5% \$2,197	6% \$2,637	
VI.	ART CLUB (9-12) CTAO (9-12) ENVIRONMENTAL CLUB (9-12) FRENCH CLUB SPONSOR (9-12) GAY-STRAIGHT ALLIANCE (9-12) HUMANITIES CLUB (9-12) NATIONAL HONOR SOCIETY SPONSOR (9-12) SPANISH CLUB SPONSOR (9-12) THESPIANS (9-12) ART CLUB (6-8) BECAUSE (6-8) BEST CLUB (6-8) COMPUTER CLUB (6-8) DEBATE CLUB (6-8) FRENCH CLUB SPONSOR (6-8) SPELLING CLUB (6-8) COMPUTER CLUB (3-5)	1% \$439	3% \$1,318	5% \$2,197		
VII.	OTHER MISCELLANEOUS	<u>2019-2020</u>				
	DRIVER'S ED (Per Hour)	\$36.00				
	DETENTION/TUTORING (Per Hour)	\$30.00				
	INTERNAL SUBSTITUTES (6-12) (Per Assigned Period)	\$30.00				
	INTERNAL SUBSTITUTES (K-5) (Per Half Hour)	\$20.00				
	CONSULTING TEACHER (Per Hour)	\$80.00				
	SUMMER SCHOOL (Per Hour)	\$30.00				
	ACTIVITY CHAPERONE/SUPERVISION (Per Hour)	\$20.00				
	OVERNIGHT SUPERVISION	\$85.00				
	SUMMER/SPECIAL CURRICULUM WORK (Per Hour)	\$26.00				
	ELEMENTARY SAFETY COORDINATOR (Per Hour)	\$21.00				
	LUNCHROOM SUPERVISION (Per Semester) (Applicable only when teacher voluntarily accepts duty in lieu of duty-free lunch period)	\$350.00				
	TEACHER MENTOR (3%)	\$1,318				
CATEGORY	DEPARTMENT HEADS	LEVEL 1 (Steps 1-3)	LEVEL 2 (Steps 4-6)	LEVEL 3 (Steps 7-9)	LEVEL 4 (Steps 10-12)	LEVEL 5 (Steps 13+)
I.	6-12 DEPARTMENT HEAD	8% \$3,516	10% \$4,395	12% \$5,274	14% \$6,153	16% \$7,032

## **APPENDIX C**

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### **GROUP INSURANCE PROGRAM**

#### **General Information**

1. An open enrollment period will be available annually during the period of May 1st through May 31st when insurance changes may be made. Changes made at this time will be effective on July 1st.
2. The effective date of coverage is the first day of employment for new teachers.
3. In the event that both husband and wife are teachers in the district and eligible for insurance coverage, each may elect his/her own individual insurance plan if desired. However, once either the husband or wife elects either an employee plus more than one insurance plan or an employee plus one insurance plan, the spouse would then become a dependent on that plan.
4. Part-time teachers hired after April 1, 1990, shall be entitled to insurance benefits, as provided in this Agreement, prorated to full-time equivalent basis.

#### **Health Insurance Review Committee**

In the interest of retaining the high quality of the health insurance program, while at the same time making it most cost-effective, the Association and the Board will establish a joint review committee comprised of representatives from all employee groups currently participating in the plan, Director of Finance and other representatives of the Board. The Association will appoint all teacher members to the Insurance Committee.

The Insurance Committee will meet yearly, starting no later than January, to review the insurance plan.

#### Purpose:

- A. Investigate our current program and make suggestions for cost savings.
- B. Consider alternative insurance options and make recommendations to their respective groups based upon their comparisons.

The committee will operate by consensus decision-making whenever possible. This committee is a discussion group/advisory committee. Accordingly, the committee has no authority to negotiate or adopt changes to any health insurance plan.

Employees will be given notice of changes in premiums at least 15 (fifteen) calendar days prior to the effective date to review the information and make enrollment decisions.

The committee will make a report to the various contract groups at a time, which will allow enough time for action prior to the anniversary date of the policy. Any report issued by the committee will be of an informational nature, unless there is consensus among all participants to recommend a course of action.

## **SCHEDULE OF BENEFITS**

### Life Insurance Benefits

Teachers (Basic Life & Accidental Death & Dismemberment)	\$50,000
Spouse	\$25,000
Child	
14 days to 6 months	\$ 100
6 months and over	\$10,000

### Medical Expense Benefits

#### Educational Benefit Cooperative (EBC)

The Board shall provide hospital and major medical insurance and dental insurance, individual or family coverage, at the Teacher's request. Benefits are outlined in the Educational Benefit Cooperative (EBC) Benefit Summary booklets, which will be distributed via email to each employee by August 30th of each school year. Member benefits can also be viewed at the Blue Cross Blue Shield website at: [www.bcbsil.com](http://www.bcbsil.com)

### Premium Payments

#### Life Insurance

The Board will pay 100% of the monthly premium for the employee. The Board will pay 85% of the monthly premium for dependent insurance while the teacher pays 15% of the monthly premium.

#### Dental Insurance

The Board will pay 85% of the monthly premium while the teacher pays 15% of the monthly premium toward the cost of employee only coverage, employee plus one coverage, or employee plus two or more coverage for each eligible teacher.

#### Vision Insurance

The Board will pay 85% of the monthly premium while the teacher pays 15% of the monthly premium toward the cost of employee only coverage or family coverage for each eligible teacher.

#### Medical Insurance

The Board will pay 82% of the monthly premium while the teacher pays 18% of the monthly premium toward the cost of employee only coverage, employee plus one coverage, or employee plus two or more coverage for each eligible teacher.

## **CAFETERIA PLAN**

The Board shall maintain a cafeteria plan, which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

A teacher may annually elect to participate by choosing to receive benefits summarized below and outlined in the Plan Document. The amount elected shall be deducted from the teacher's compensation. Prior to the beginning day of the plan year, each teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental, vision and life insurance, to the extent such premiums are not paid by the Board; and
- b. Reimbursement for the cost of medical care, as defined in Section 213 (d) of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the teacher, the teacher's spouse and/or the teacher's dependents
- c. Reimbursement for qualified dependent care assistance as defined in Section 129 of the Internal Revenue Code.

The amount designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service.

The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the teacher's salary payments during the plan year.

The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual teacher.

Any costs attributable to initial start-up of the plan will be paid by the Board. Administrative costs, if any, of the plan will be paid by the Board, which reserves the right to select the plan administrator.

The Association/Board Insurance Committee shall recommend the plan administrators to the Board.



## APPENDIX D

### SHORT TERM & PARENTAL LEAVE OPTIONS

	SICK LEAVE	FAMILY MEDICAL LEAVE ACT	PARENTAL LEAVE
ELIGIBILITY	All Teachers	All Teachers Employed at Least One Year	Tenured Teachers (Non-Tenured Special Circumstances)
MAXIMUM LENGTH	Length of Illness or Until Permitted to Return to Work or Until Sick Leave is Exhausted  May Be Used in Addition To or Concurrently with FMLA.	12 Weeks During Any 12-month Rolling Period  May Be Used in Addition To or Concurrently with Sick Leave.	Remainder of School Year plus One Additional School Year.  Non tenured = remainder of the school year.
APPLICATION DATE	As Soon as Need for Sick Leave Is Known	Foreseeable: As Soon as Need for Leave is Known – Notice is Required No Later Than 60 Days Prior to Date Leave is to Begin.  Unforeseeable: As Soon as Practical after Leave Begins	Per Agreement
RETURN TO WORK	When Sick Leave Exhausted or Need for Leave Is Removed	Notify District in Writing of Intent to Return 30 Days Prior to End of Leave	Notify District in Writing by March 1st of Final School Year of Leave of Intent to Return
INSURANCE	Premiums Paid as Though Teacher Was Working	Premiums Paid as Though Teacher Was Working	Full Premiums Paid by Teacher
SALARY	Paid	Paid if Teacher Elects to Use Sick Leave Available and Leave Would Qualify for Use of Sick Leave.  Otherwise, Unpaid	Unpaid

# MEMORANDUM OF AGREEMENT

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## RETIREMENT CAP

WHEREAS, the Board of Education of Lisle Community Unit School District No. 202 (the “Board”) and the Lisle Education Association, IEA/NEA (“the Association”) are parties to a collective bargaining agreement effective from 2010 – 2013 through 2019-2020 (the “Agreement”);

WHEREAS, Article XI, Section I. of the Agreement sets forth a retirement program available to eligible employees;

WHEREAS, the Board may invoke its right under the Agreement to limit the number of qualified retirees participating in the program to thirty percent (30%) of those employees who are eligible and who will not require a Board payment or any other payment or penalty to the Illinois downstate Teachers’ Retirement System (TRS) upon their retirement. The Board may invoke its right under the Agreement and the Illinois Pension Code to limit the number of qualified retirees to two (2) or ten percent (10%), whichever is greater, of those employees who are eligible and whose retirement will require a Board payment or any other payment or penalty to the TRS upon their retirement; and

WHEREAS, the parties wish to clarify the methods by which the number of approved retirees in the retirement program will be identified and approved.

NOW, THEREFORE, in consideration of the following mutual promises and consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. The number of employees annually eligible to participate in Article XI, Section I. retirement program for the 2010-2013 and 2013-2016, 2016-2019 and 2019-2020 Agreement under the 30% cap shall be determined by taking the number of employees who meet the eligibility criteria set forth in Article XI, Section I. (1)(a, b, and c) and do not require a MERO payment or any other payment or contribution to the TRS by the Board upon retirement and multiplying that number by thirty percent (30%). The number of employees annually eligible to participate in Article XI, Section I. retirement program for the 2010-2013, 2013-2016, 2016-2019 and 2019-2020 Agreement under the 2/10% cap shall be determined by taking the number of employees who meet the eligibility criteria set forth in Article XI, Section I. (1)(a, b, and c) and do require a MERO payment or any other payment or contribution to the TRS by the Board upon retirement and multiplying that number by ten percent (10%) or by accepting two (2) such employees, whichever is greater. If the resulting number is not a whole number, fractions below .5 shall be rounded down to the nearest whole number (i.e. 4.3 to 4), while fractions of .5 or above shall be rounded up to the nearest whole number (i.e. 4.7 to 5).

Section 2. Applications for participation in the Article XI, Section I. retirement program shall be received by the Board annually during the month of January. The application shall state the year in which the employee intends to retire. At the close of the application period each year, the Board shall approve applications in order of seniority until the maximum number of available slots, as determined in Section 1. above, have been filled. Provided, however, that once an employee’s application is approved by the Board, the application becomes irrevocable and that employee may

not be bumped during subsequent application periods, irrespective of the employee's seniority relative to that of subsequent applicants. Once all available slots for retirement in a given year have been filled, no further applications for retirement in that year will be processed. An open period for re-application of thirty (30) days from the date the board approves those submitted in January will be available for those eligible employees whose applications were not approved for the specified year to reapply for retirement during a year with slots still available providing that the employee is eligible for that year.

Section 3. In the event that applications in any given year exceed the number of available slots for participation in the retirement program, the Association may request, in writing, a meeting with the Board to petition for relief from the thirty percent (30%) and the 2/ten percent (10%) participation caps. If relief from the participation caps is not granted, then eligible employees whose applications were not approved by the Board shall have an open period for re-application of thirty (30) days from the date the Board denies relief from the participation caps to reapply for retirement during a year with slots still available providing that the employee is eligible for that year.

Section 4. The Association may request, in writing, an annual meeting with the Board to assess the impact of the thirty percent (30%) and the 2/ten percent (10%) participation caps. In the event such a request is made, the Board, or its designee, will meet with the representatives of the Association to make such an assessment.

Section 5. In the event district seniority, as referenced in Section 2 above, is equal between applicants, the following factors will be used, in the following order, to determine the order of application acceptance:

1. Previous teaching experience inside and outside the district.
2. If a tie still remains after the application of Step 1, education beyond the bachelor's degree which is allowed as credit on the salary schedule.
3. If a tie still remains after the application of Step 1 and Step 2, the Board of Education shall conduct a drawing of lots to break the tie, with all affected teachers and the Association President allowed to be present.

Section 6. The parties agree that neither this Memorandum of Agreement, nor any of the terms and conditions contained herein constitute a violation of the parties' collective bargaining agreement or the parties' past practice, if any.

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DUPAGE COUNTY, ILLINOIS, and the LISLE EDUCATION ASSOCIATION, IEA/NEA, by their duly authorized representatives and agents have signed and executed this Agreement on the dates set forth hereafter.

LISLE EDUCATION ASSOCIATION  
IEA/NEA

BOARD OF EDUCATION OF  
LISLE COMMUNITY UNIT SCHOOL  
DISTRICT NO. 202,  
DUPAGE COUNTY, ILLINOIS

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President

President

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Date

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Date

# MEMORANDUM OF AGREEMENT

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## INSURANCE PREMIUMS FOR PART-TIME EMPLOYEES

WHEREAS, the BOARD OF EDUCATION OF LISLE COMMUNITY UNIT SCHOOL DISTRICT NO. 202, DuPage County, Illinois (the “BOARD”), and the LISLE EDUCATION ASSOCIATION, IEA-NEA (the “ASSOCIATION”) are currently parties to a collective bargaining agreement (the “Agreement”) effective during the 2013-2014 through 2019-2020 school terms.

WHEREAS, the parties desire to clarify their practice with regard to the BOARD’s obligation to pay insurance premium costs on behalf of part-time employees

NOW, THEREFORE, the parties agree as follows:

Section 1. For the duration of the 2019-2020 bargaining agreement (the “Agreement”), the BOARD pays on behalf of full-time employees the percentage of monthly life, medical, dental and vision insurance premiums identified in Appendix C of the Agreement.

Section 2. Part-time employees (whether hired as part-time or reassigned from full-time employment to part-time employment) shall be defined in reference to the percentage of full-time equivalency (“FTE”) for their position. For example, for an employee who works 30 hours a week, when a full-time employee in the same position works 40 hours a week, the former employee shall be deemed .75 FTE of the latter full-time employee. In the absence of a full-time employee in the same position, 40 hours a week will be the default full-time standard.

Section 3. For part-time employees, the BOARD shall pay the BOARD’s insurance premium percentage contribution for full-time employees multiplied by the part-time employee’s full-time equivalency. For example, the BOARD pays 82% of the medical insurance premium for a full-time teacher. For a part-time teacher working .75 FTE, the Board shall pay 61.5% of the monthly medical insurance premium ( $82\% \times .75 = 61.5\%$ ), and the employee shall pay the remaining 38.5% of the required monthly premium.

Section 4. All other terms and conditions of the Agreement remain in full force and effect.

Section 5. The BOARD and the ASSOCIATION agree that the terms and conditions of this Agreement do not constitute a violation, misinterpretation or misapplication of the collective bargaining agreement nor do they constitute bargaining between the BOARD, its members, officers, employees or agents, and an individual member of the ASSOCIATION. As such, the ASSOCIATION does hereby waive any right it might have to file a grievance, unfair labor practice charge or take any other action, formal or informal, resulting in any way from the terms and conditions of this Agreement, except to enforce the provisions of this Agreement.

Section 6. This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no provisions or requirements expressed herein may be altered, modified or terminated except upon the express written consent of each of the parties hereto.

Section 7. This Agreement shall take effect on the date of execution of this Agreement by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LISLE EDUCATION ASSOCIATION  
IEA/NEA

BOARD OF EDUCATION OF  
LISLE COMMUNITY UNIT SCHOOL  
DISTRICT NO. 202,  
DUPAGE COUNTY, ILLINOIS

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

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF INTENT

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This Letter of Agreement was accomplished during the negotiations, which led to the 1999-2004 negotiated Agreement, with the understanding that the Letter would not be in the Agreement. It has been extended through the 2004-2007, 2007-2010, 2010-2013, 2013-2016, 2016-2019 and the 2019-2020 negotiated Agreements with modifications. The parties agree to include the Letter as evidence of bargaining history, with the original intent remaining permanent and that the Letter is not part of the negotiated Agreement as such, the substance of the Letter is not subject to the contractual grievance procedure.

### **1. NON-ROUTINE TEACHER WORKDAYS**

With respect to the workday schedule for non-routine teacher workdays (i.e., institutes and other special workdays), the Superintendent shall direct that whenever possible the schedule for such days should allow teachers to complete their assigned duties during a five (5) consecutive hour workday. All administrators and/or committees charged with organizing such days shall be directed to achieve such scheduling whenever possible.

### **2. CLASS SIZES**

The Board is committed to quality education within the constraints of its budget. The Board recognizes that there are many varied and special needs of the student population and therefore realizes that those needs must be dealt with by maintaining appropriate pupil/classroom teacher ratios. The Board agrees to attempt to maintain reasonable class sizes subject to space availability, installation of pilot or innovative programs, budgetary limitations, individual student needs, scheduling requirements, and availability of teachers or necessary funds. It shall be the responsibility of the District Administration, in cooperation with the building principals and the teaching staff, to organize students, teachers and other personnel into instructional groups, given the parameters enumerated above. In so organizing such groups, consideration will be given to providing equal distribution of students at each grade level and in each class section.

Teachers may communicate their concerns on this subject either verbally or in writing to their building principals or to the Superintendent. A written response will be provided if so requested. In the event the teacher is not satisfied with the Superintendent's response, the Association may appeal the issue to the Board for resolution. The decision of the Board shall be final and provided in writing to the Association President.

Likewise, a committee of two (2) bargaining unit members and two (2) members of the Administration may meet annually before each school year to evaluate class sizes in the District. This committee may make recommendations regarding anticipated class sizes to the Superintendent, who will provide a written response to such recommendations. In the event the response of the Superintendent is unacceptable to the committee, both the recommendations of the committee and the response of the Superintendent will be presented to the Board, provided, however, that neither such recommendations nor such response shall be binding from the Board.

### **3. SPECIAL EDUCATION PROGRAMMING FOR STUDENTS WITH DISABILITIES**

The Board and the Association recognize the District's responsibility to provide for students identified to be in need of an appropriate education in the least restrictive environment. An Individualized Education Program (IEP) Team will be responsible for determining eligibility and developing program and service options. The decision as to whether to offer, and if so, to what extent, a program for inclusion of special education students in general education classrooms shall be within the discretion of the Board and the Administration.

The Board and Association understand the need for teacher(s) to be given detailed student background information regarding unique needs, strategies that may be successful, and any medical condition or emotional/behavioral difficulties that may impact on the safety of students and/or teachers. The Board shall provide for such needs as soon as possible. The regular education teacher(s) should be a participant in the decision-making process at all stages in order to provide for the student's unique educational needs.

The special education teacher/facilitator (instructional specialist) and the general education teacher(s) shall communicate regularly in order to:

1. Become familiar with the child's educational, social and health history.
2. Become familiar with the child's IEP goals and objectives.
3. Become familiar with the child's strengths and deficits and learning styles.
4. Plan for curriculum modifications.
5. Evaluate the student's progress.

In order to provide an opportunity for the general education teacher and facilitator to meet regarding the above issues, classroom teachers at the junior high and high school levels assigned a student with an Individual Education Plan shall be relieved of their supervisory duty for a collaborative planning period of up to one (1) period per week per included student as approved by the building principal. At the elementary level, the regular education teacher and facilitator shall communicate during the normal workday for up to one (1) hour per week per included student. Collaborative planning time shall not be required to take the place of a teacher's regular daily planning. The scheduling of the planning time will be determined by the administrator after recommendation from the general education teacher(s) and facilitator.

Additionally, the parties recognize that the existing building-level Problem Solving or IEP Team, which shall include the general education teacher(s), are appropriate vehicles to review building issues around the inclusion of students with disabilities. The IEP team will review building inclusion issues, including class load in the affected classrooms, training of affected teachers, and appropriate release time for affected teachers to attend staffings, support activities, and other meetings.

Additionally, the IEP team will review the need for support staff when determined by the IEP and make recommendations to the building principal concerning the need for such staff. They may also



make recommendations for funding for travel and/or tuition, speakers and other requirements for training programs for staff.

Finally, in order to provide a district-wide perspective on the progress of the inclusion of students with disabilities in the general education classroom, the District shall establish Educational Environment Committee. The committee shall meet as necessary to address concerns regarding the special education program of the District. The committee shall submit reports to the Superintendent and the Association President.

The committee shall be comprised of the Director of Student Services, three (3) administrators, and four (4) teachers selected by the Association, provided such Association representatives shall possess knowledge and/or background in the area of special education.

Working in an unpaid capacity, this committee shall review the District's progress in implementing programs in accordance with ISBE requirements. The committee may make recommendations to the Superintendent relative to the district-wide issues and needs regarding the special education environment. It may receive information from the Superintendent, the Administration, building-level leadership teams, or any other teacher or group of teachers. It is understood that the purpose of the committee is to review from a "global perspective" the progress of the District as a whole in the areas of implementation of special education programs. It is not within the province or charge of the committee to deal with or make recommendations concerning the identification, placement, or assessment of individual student(s) in these programs. Any recommendation emanating from the committee shall be provided to the Superintendent, with a copy to the Association and Board Presidents.

Furthermore, teachers shall not be required to perform quasi-medical procedures. With the exception of the Early Childhood through grade 2 staff, teachers shall not be required to diaper students.

In all cases, plans for meeting any requirements of law shall be developed in consultation with the Association, as well as any changes in current policies prior to submission to the State Board of Education.

#### **4. ONE-FIFTH TEACHER LOAD**

In the event that student scheduling necessitates the employment of a teacher with a one-fifth (1/5) load at the 6-12 grade level(s), a joint committee shall be created to discuss and recommend solutions to this problem. This committee, working in an unpaid capacity, shall be comprised of an equal number of administrators and Association members. The best educational interests of the students shall be among the considerations of this committee, which shall have thirty (30) days to provide its recommendations to the Superintendent and the Association President for approval.

#### **5. BUS DUTY**

At the elementary level, whenever possible, principals will utilize non-certificated staff to perform bus/door supervision duties.

Dated: \_\_\_\_\_

FOR THE LISLE EDUCATION ASSOCIATION  
IEA/NEA

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Chairperson

FOR THE BOARD OF EDUCATION OF  
LISLE COMMUNITY UNIT SCHOOL  
DISTRICT NO. 202

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiation Chairperson

## **Lisle Community Unit School District No. 202**

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### **Procedures for Assigning Timers, Scorers and Announcers for Athletic Contests**

The positions of timers, scorers and announcers for athletic contests will be filled by paid or volunteer workers. If paid, the rate cited in the Agreement Between the Lisle Education Association and the Board of Education shall be the amount paid for the assignment. If volunteer, no payment will be made for the service.

The following procedures will be used to fill paid timer/scorer positions:

1. A list of contests with dates and available timer/scorer/announcer position vacancies will be posted in each building at least ten days in advance of the first contest. Those contests covered by volunteers will not be included on the list. Teachers may sign up for available timer/scorer/announcer vacancies.

In addition to this list, teachers may indicate their desire to be placed on a list of alternates who can be contacted in the event that additional contests become available or replacements are needed.

2. All teachers are eligible to sign up for contests during the ten (10) day posting period.
3. After the ten (10) day posting period, the sign-up lists for contests will be collected and tabulated. Assignments will be made based upon such factors as experience, seniority and equitable distribution of work.

Thanksgiving, Christmas and State Tournaments along with shootouts will not be included in the determination of equitable distribution of work for regular games. However, equitable distribution of work will be a consideration in the determination of assignments for those individuals who desire to work at the tournaments or shootouts.

4. Upon completion of the assignment list for regular athletic contests, the list will be posted and copies will be distributed to assignees.
5. Additions or changes to the scheduled events will be posted as soon as possible after such additions or changes are confirmed. If time constraints do not allow for the full ten (10) day posting period, teachers who have signed up for the scheduled events may be contacted to fill the assignments. The order of this contact will be based upon the factors of experience, seniority and equitable distribution.
6. If an assignment cannot be filled through the process cited above, the Associate Principal, Athletic Coordinator or Principal and/or his/her designee may fill the assignment with an individual who is not a teacher.
7. All assignments must be made through the Associate Principal's Office at the Sr. High School and through the Principal's Office at the Jr. High School. Once an assignment is accepted, no change in the assignment such as trading with another, finding a replacement or not fulfilling the assignment in any other way is permissible without the approval of the

Associate Principal, Athletic Coordinator or Principal. Failure to abide by this stipulation may eliminate an individual from further assignment consideration.

8. Specific responsibilities (scorer, timer, or announcer), the contest level, the contest location are by assignment of the Associate Principal, Athletic Coordinator or the Principal.
9. All workers are responsible for filling out a pay form in the Associate Principal's Office at the Sr. High School or Principal's Office at the Jr. High School upon completion of the assignment.
10. In the event that the process as cited above for filling an assignment is not followed, and the assignment for which a qualified teacher has signed up is filled by a paid individual who is not a teacher, the teacher will also be paid as if he/she fulfilled the assignment.

Note - The term "teacher" used above refers to all employees represented by the Association as indicated in the *Agreement Between the Lisle Education Association and the Board of Education*. 08/03

## **Lisle Community Unit School District No. 202**

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### **Procedures for Assigning Saturday Detention Supervision**

Saturday Detention supervision assignments for Lisle Sr. High School and Lisle Jr. High School shall be made as follows:

1. A Saturday Detention assignment calendar along with the job description for the same shall be posted for ten (10) school days in each school in the District beginning on the first teacher workday of the school year.
2. Teachers may sign up for any scheduled dates they wish to supervise Saturday Detention.
3. At the end of the ten (10) day posting period, the Principal or Assistant Principal will collect the sign-up calendars from each building.
4. The Principal or Assistant Principal will prepare an assignment schedule from the sign-up calendars collected.
5. When more than one teacher signs up for the same day, the Principal or Assistant Principal will determine who receives the assignment for that day by considering experience and seniority of the teachers and the equal distribution of assignments among those teachers.
6. A telephone list and a completed Saturday Detention Supervisor Calendar will be created and distributed to those teachers who have received assignments.

In the event that a teacher is unable to fulfill the assignment due to an emergency, upon notification of the Principal or Assistant Principal, the teacher may contact an alternate from the list of teachers on the telephone list to fill the assignment. If the teacher who originally received the assignment is unable to secure a replacement, the Principal or Assistant Principal will assign an alternate.

In the event that no qualified teacher signs up for any date on the sign-up calendar, the Principal or Assistant Principal may assign the supervision to an individual who is not a teacher.

Teachers who fulfill assignments for Saturday Detention Supervision should complete a pay form in the office of the Principal or Assistant Principal.

Note - The term "teacher" used above refers to all employees represented by the Association as indicated in the *Agreement Between the Lisle Education Association and the Board of Education*. 8/03