

**COLLECTIVE BARGAINING AGREEMENT**  
**GLENCOE BOARD OF EDUCATION**  
**SCHOOL DISTRICT NO. 35**  
**AND**  
**GLENCOE EDUCATION ASSOCIATION**

**2021-2024**

# Table of Contents

ARTICLE I RECOGNITION .....	3
ARTICLE II NEGOTIATIONS PROCEDURE.....	5
ARTICLE III GRIEVANCE PROCEDURE.....	7
ARTICLE IV ASSOCIATION RIGHTS .....	11
ARTICLE V EMPLOYEE RIGHTS.....	15
ARTICLE VI ASSAULT ON EMPLOYEES .....	19
ARTICLE VII WORKING CONDITIONS .....	21
ARTICLE VIII REDUCTION IN TEACHERS/TEACHER ASSOCIATES.....	28
ARTICLE IX FORMAL TEACHER OBSERVATION AND EVALUATION .....	32
ARTICLE X LEAVES .....	38
ARTICLE XI STUDENT DISCIPLINE.....	50
ARTICLE XII COMMITTEES .....	51
ARTICLE XIII CLASS SIZE .....	52
ARTICLE XIV DISTRIBUTION OF FINAL AGREEMENT .....	53
ARTICLE XV COMPENSATION .....	54
ARTICLE XVI RETIREMENT .....	60
ARTICLE XVII JOB SHARING .....	65
ARTICLE XVIII TEACHER RESPONSIBILITIES CONCERNING TEACHER ASSOCIATES ASSIGNED TO THEM.....	67
ARTICLE XIX INSURANCE/FRINGE BENEFITS.....	68
ARTICLE XX DURATION OF AGREEMENT .....	69
APPENDIX A TEACHER SALARY SCHEDULES .....	70
APPENDIX B TEACHER ASSOCIATE SALARY SCHEDULES.....	74
APPENDIX C EXTRA-CURRICULAR ACTIVITY SCHEDULE.....	75
APPENDIX D LONG TERM DISABILITY .....	76
APPENDIX E SALARY ENHANCEMENT RETIREMENT PLAN .....	78
NON-CONTRACTUAL LETTERS OF UNDERSTANDING .....	80
EXHIBIT A PARENT/STUDENT HANDBOOK.....	80
EXHIBIT B SUMMER SCHOOL .....	80
EXHIBIT C TEACHING LOAD .....	80
EXHIBIT D PROBLEM SOLVING PROCESS.....	81

---

ARTICLE I  
RECOGNITION

A. Recognition

The Board of Education of District No. 35, Cook County, Glencoe, Illinois, hereinafter referred to as the "Board," hereby recognizes the Glencoe Education Association, hereinafter referred to as the "Association," as the sole negotiation agent for all full-time teachers, learning center directors, guidance counselors, reading consultants, social workers, psychologists, certified school nurses, speech/language pathologists, librarians, dean of students, as long as this position is acknowledged as a teaching position, part-time teachers and teacher associates. This will not include the Superintendent, Assistant Superintendent, Business Manager, Director of Pupil Services, Director of Curriculum and Instruction, Administrative Assistant and/or intern, any other central office staff, principals, assistant principals, nurses not certified as teachers, paraprofessionals, substitutes, and any other position which may be created which shall include responsibility for making recommendations for the hiring, dismissal, transfer or promotion of any employee covered by this Agreement. A substitute teacher will no longer be considered a short-term employee if the length of consecutive service has continued for more than one-half of the school term or when the regular teacher has in writing requested a leave of absence of greater than one-half school term and the substitute teacher has accepted the Board's invitation to fill this interim position.

B. Bargaining Unit Member Defined

The term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in the above section.

C. Individual Negotiations

The Board agrees not to negotiate with any teachers' organization during the duration of this Agreement on matters defined as negotiable herein and covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual employee contracts by the Board to new and non-tenured teachers and new teacher associates, provided only that any such individual employee contracts shall conform to this Agreement.

D. No Strike Clause

It is the intention of the parties to maintain peaceful, orderly relations and efficient, uninterrupted service within the school district. Set forth in this Agreement are the obligations of the Association and the employees it represents. Further, there are provided procedures through which the Association and employees can seek redress for any grievance.

For the life of this Agreement, the Association will not cause, nor will any member of the Association take part in any work stoppage, sit-down, stay-in or slow-down affecting any site operated by the Board of Education or any curtailment of work or restriction of services or interference with the operations of the Board of Education in any manner.

E. Association Dues Deductions

The Board shall make all lawful deductions as specified in Art. 24-21.1 of the Illinois School Code and any other law applicable to dues deductions for labor organizations.

ARTICLE II  
NEGOTIATIONS PROCEDURE

A. Commencement of Negotiations

Negotiations shall begin as required by law, and in the absence of such mandated date, no later than March 1 of the final year of this Agreement, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

B. Mediation

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by both parties to appoint a mediator from its staff in accordance with its rules. 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. The mediator shall not make public any recommendations without the express written consent of both parties.

C. Cost of Mediation

The costs for the mediator shall be equally shared by the Board and the Association.

D. Amendment of Agreement

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be put in writing, signed by the parties and submitted to the Board and Association for approval.

E. Severability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then that article, section or clause shall be deleted from this Agreement to the extent that is in violation of the law. The remaining articles, section and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

F. Additional Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

G. Labor Management Committee

Upon the Association President's (or Co-Presidents') request, Board appointed representatives shall meet with Association representatives to meet and confer regarding working conditions. Such meetings shall not constitute a waiver of the terms of Article II.F of this Agreement. Such meetings shall not exceed two (2) per school year except by mutual agreement. Representatives from the administrative team may be invited to participate in the Labor Management Committee meetings. Agendas for the meetings will be developed by the Board of Education President and GEA President or Co-Presidents. The meeting agenda will be distributed to participants prior to the meeting.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association, or by an affected employee or groups of employees, that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. As used in this Article, "days" means teacher employment days or teacher associate employment days. During the summer recess it shall mean Monday through Friday (but not including legal holidays observed by the District's administrative office).
3. At least one (1) representative or attorney of the local or state association may be present at any meeting, hearing, appeal or other proceeding relating to the grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the supervisor and having a grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is consistent with the terms of this Agreement.

B. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved administrator to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance may be processed as follows:

1. Step #1:

- a. The employee(s) or the Association may present the grievance in writing to the administrator immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. Such grievance shall be filed within twenty (20) days of when the grievant could reasonably have known of such event. The Association's representative, the aggrieved employee(s) and the immediately involved administrator may be present for the meeting. The administrator shall provide a written answer to the grievance to the aggrieved employee(s) and the Association within seven (7) days after the meeting. This answer shall include the

reasons for the decision. Additionally, the administrator will notify the Association of all filed grievances. Such notification shall be in writing and contain the nature of the grievance and the resolution status. The grievant's name shall be withheld unless the Association requests release of the name.

- b. Professional Rights and Responsibilities Panel: In the event the employee is not satisfied with the disposition of his/her grievance at Step #1, he/she shall so notify the Professional Rights and Responsibilities Panel (hereafter known as "PR and R Panel") with such PR and R Panel to be established by the Association and made up of members of the Association's Executive Board. Such notice shall be in writing and submitted to the PR and R Panel within five (5) days of the decision at Step #1. The PR and R Panel shall render its recommendation in writing to the employee within ten (10) days of receiving the notice. If the PR and R Panel decides either that the grievance lacks merit or that the decision at Step #1 is in the best interests of the educational system, it shall submit its recommendation to the employee. Such a recommendation from the PR and R Panel shall not prohibit the employee from advancing the grievance to Step #2 within six (6) days of the employee's receipt of the PR and R Panel's written recommendation. If the PR and R Panel decides that, in its opinion, the grievance has merit and should be continued, it shall refer such grievance to Step #2 within six (6) days after the issuance of its written recommendation.
2. Step #2: If the grievance is not resolved at Step #1, or by means of the PR and R Panel, then the Association or the employee shall have the right to refer the grievance to the Superintendent or his/her official designee within six (6) days after receipt of the written recommendation of the PR and R Panel. The Superintendent or designee shall arrange for a meeting with the employee and/or the Association to take place within five (5) days of receipt of the appeal. Upon conclusion of the hearing, the Superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the Association.
3. Step #3: If the Association is not satisfied with the disposition of the grievance at Step #2, the Association may submit the grievance to binding arbitration. The Association and Board will work together to select an agreed upon neutral arbitrator. If after ten (10) working days a neutral arbitrator cannot be agreed upon, then the American Arbitration Association ("AAA") shall act as the administrator of the proceedings. The AAA shall be directed to furnish as potential arbitrators only those who have been admitted to the National Academy of Arbitrators. If a demand for arbitration is not filed within thirty (30) days of the date for the Step #2 answer, then the grievance shall be deemed withdrawn.



- a. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
  - b. The arbitrator shall have no power to alter the terms of this Agreement.
  - c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and of the AAA shall be divided equally between the Board and the Association.
  - d. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
4. If the Association and the Superintendent agree, Step #1 of the grievance procedure may be bypassed and the grievance brought directly to Step #2.
  5. When an employee is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all formal steps of the grievance procedure.
  6. The Board shall furnish the Association with relevant public and pertinent information concerning a pending grievance provided this shall not require the Board to research or compile data not readily available to it and further provided that the Board shall only be required to furnish such information to the extent required by the Illinois Educational Labor Relations Act (IELRA) as interpreted by relevant court decisions.
  7. No reprisals of any kind shall be taken by the Board or the administration against any employee because of his/her participation in this grievance procedure. No reprisals of any kind shall be taken by the teacher against any teacher associate because of his/her participation in this grievance procedure.
  8. Should the processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
  9. All records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.
11. If the time limit for issuance of a decision at any step or level of the grievance procedure expires without the issuance of such decision, the employee or the Association may proceed to the next step or level of the grievance procedure within the applicable time period from the date on which the decision should have been issued.

ARTICLE IV  
ASSOCIATION RIGHTS

A. To Use District Buildings

The Association shall have the right to hold general membership and/or building meetings on school property provided such meetings do not unreasonably interfere with any aspect of the total instructional program and provided that if such meetings entail additional maintenance or custodial expenses, the Association shall pay such costs at the local rate. Application for such use shall be submitted to the principal of the building involved reasonably in advance of the time of intended use. Such application shall be granted if the conditions described in the first paragraph do pertain. If the meeting shall involve fifteen (15) or more persons of whom more than fifteen percent (15%) are not employees or their spouses, this paragraph shall not apply, but in such event the application shall be submitted to the Superintendent. The Superintendent may, at his/her discretion, waive the rental fee at the request of the Association. Any such waiver would not serve as a precedent for any future request.

B. To Use District Equipment

Employees shall have the right to use District equipment for Association business, provided such use will in no manner interfere with the needs of the District. Approval for such use shall be granted by the administrator responsible for such equipment. The Association shall pay the cost of all materials and supplies and the cost of any repairs incident to such use.

C. Bulletin Boards

The principal will designate a bulletin board for GEA use in each faculty lounge for the posting of notice of activities and other valid matters of Association concern.

D. To Use District Email and Mail Service

The Association shall have the right to use the district's email, interschool distribution facilities, and teacher mailboxes for a reasonable quantity of Association communications.

E. To Be Furnished Board Agenda and Minutes

The Board shall post the agenda of each regular and special Board meeting on the District website ([www.glencoeschools.org](http://www.glencoeschools.org)) at least forty-eight (48) hours before each meeting. Open meeting minutes shall be posted on the District website ([www.glencoeschools.org](http://www.glencoeschools.org)) within ten (10) days after the Board approves them and remain posted for at least sixty

(60) days. Association co-presidents will be furnished with copies of the agenda or approved Board minutes or may elect to access electronic copies.

F. To Be Furnished Material for Negotiations

The Board shall provide the Association in response to reasonable requests therefore a copy of regularly prepared public information necessary for negotiations or the processing of a grievance, such as the current annual audit, the current tentative and adopted budgets, current monthly financial statements, current annual financial report, register of certified personnel, register of teacher associates, salary scattergram, annual census of pupil membership, kindergarten registration, upon completion by the District, general state aide claims, provided that any extraordinary costs of preparing any copy shall be borne by the Association, and provided that this section shall not require the Board to research, assemble or specially prepare any data.

G. Availability of Employee Information

Within ten (10) calendar days of the beginning of the school term and every thirty (30) calendar days thereafter, the District shall provide the Association President or his/her designee with the following information concerning each employee in the bargaining unit:

- Employee name;
- Title;
- Worksite location;
- Home address;
- Work phone number;
- Identification number, if available;
- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District

In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the District shall provide the Association President or his/her designee the following information concerning the new employee:

- Employee's name;
- Title;
- Worksite location;
- Home address;
- Work phone number;

- Any home and personal cellular phone numbers on file with the District;
- Date of hire;
- Work email address; and
- Any personal email address on file with the District.

#### H. Representation of Employees

1. When any employee is required to appear before the Board or before any Board committee or before any administrative agent acting on behalf of the Board concerning any matter which could directly affect the continuation of that employee in his/her employment or in any investigatory conference for which it would be reasonable for an employee to believe that he/she may be the subject of discipline or any disciplinary conference for which the employee is the subject of discipline, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview, where permitted by law, and shall be entitled to have representation of the state and/or local Association present to represent him/her during such meeting or interview.
2. For all other meetings not covered by the paragraph 1 above, an employee may request to have a representative present. It shall be within the reasonable discretion of the Board, Board committee or administrative agent as to whether the request shall be granted.
3. In the event an employee does not initially elect to have a representative present but, during the course of the meeting, decides to so elect, the meeting shall be rescheduled as soon as possible to allow a representative to attend if the meeting falls within the scope of paragraph 1 above. For meetings within the scope of paragraph 2 above, it shall be within the reasonable discretion of the Board, Board committee or administrative agent as to whether the meeting shall continue without representation or shall be rescheduled to allow representation.
4. The Board, Board committee or administrative agent shall not take any retaliatory action against an employee exclusively as a result of the employee's decision to avail himself or herself of any rights afforded by this section of the Agreement.

#### I. Released Time for Attendance at Meeting

In the event the Association desires to send its representative(s) to attend meetings of its state or national affiliates, these employees shall be excused for such purpose for not more than six (6) days in the aggregate, per school year, but in the last school year of this Agreement for not more than eight (8) days, provided that:

1. The Association promptly reimburses the district for the costs of substitute teachers;
2. The total absence of any individual employee shall not exceed three (3) days per school term;
3. Notification of intention to utilize such release time shall be submitted to the Superintendent or designee at least ten (10) school days in advance specifying the precise individuals, dates and meetings involved.

J. Board Agenda

The Board shall place on its agenda at a regular Board meeting an item which shall be brought to its attention by the Association acting through its President or designee, provided such item shall have been made known in writing to the Superintendent, at least five (5) employee days prior to such regular meeting, and provided that upon the request of the Superintendent, the Association President, or his/her designee shall meet with the Superintendent in advance of such regular Board meeting to discuss such item and, if appropriate, to attempt to resolve the issue. It is further stipulated that if an event of importance should arise which could not be brought by the Association to the Board's attention five (5) employee days prior to the Board meeting, but is presented at least one (1) employee day prior to their meeting, and adheres to the procedure stipulated above, such an event may be placed on the Board agenda.

K. Announcement of Association Meeting

Announcements of the time and place of official Association meetings may, with appropriate notice, be placed on the building intranet page.

L. Association Announcements

After consultation with the building principal, the Association may be granted up to ten (10) minutes preferably at the beginning of a regular building or district faculty meeting for the purpose of making announcements and sharing information.

M. Personnel Plan

The Board shall furnish a copy of the personnel plan for the forthcoming school year to the Association President or designee as soon as it is approved by the Board of Education.

ARTICLE V  
EMPLOYEE RIGHTS

A. To Organize

Employees shall have the right to organize, join and assist the Association, and to participate in professional negotiations with the Board through representatives of their own choosing.

B. Non-Discrimination for Association Activity

The Board shall not discriminate against any employee by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Board, or his/her institution of any grievance under this Agreement.

C. Viewing of Personnel Files

1. The Board shall maintain a central personnel file for each employee which shall minimally contain all evaluations, both formal and informal. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. No employee shall remove any material from a personnel file; however, an employee shall have the right to copy any material available to the employee under this section, or to have such copies made by District office personnel at the usual and customary cost.

Confidential material, such as recommendations by colleges or universities, or evaluations or recommendations of an employee by a previous employer shall not be deemed to be a part of the employee personnel file described in this section.

Employees shall be afforded an opportunity to attach a written response to any material placed in his/her personnel file provided such is submitted within ten (10) employment days of receipt by the employee of such material.

2. Concurrent with the addition of any evaluative material to an employee's personnel file, the employee shall be given a copy of such material. The employee shall acknowledge receipt of such copy of the material being inserted into the file, but such acknowledgment shall not infer agreement with such material.

3. No material shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has received a copy of any material by affixing his/her signature on the copy to be filed. Any file materials determined to be inaccurate by both the Board and either the employee or the Association shall be removed from the employee's file. By mutual agreement of the Board and either the employee or the Association, any other materials may be removed from the personnel file.

D. Indemnification

The Board agrees to protect employees against death and bodily injury and property damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed by the employee in the scope of his/her employment or under the direction of the Board. The employee has an obligation to report immediately to the building principal or his/her immediate supervisor any incident which may result in such a claim or suit. This paragraph shall be construed to include so-called civil rights claims if the employee is also acting pursuant to applicable Board policy.

E. Vacancies and Promotions

The Superintendent or his/her designee shall have posted on the District web site a notice of all vacancies in promotional and new positions, as they occur or as they are anticipated. A job description, a statement of minimum qualifications, and salary information will be available upon request. Except in case of emergency no vacancy shall be filled on a permanent basis without such vacancy having been posted for at least fifteen (15) calendar days. Temporary appointments shall not extend beyond the school year in which they are made. During the summer vacation vacancy notices shall be mailed to employees requesting the same in writing and who have left with the Superintendent or his/her designee self-addressed envelope(s). The Board acknowledges the desirability of giving every consideration to existing staff members prior to filling promotional positions. Promotional positions are defined as those positions of an administrative, supervisory, or consultant nature.

F. Transfers

1. Voluntarily Transfers and Assignments

Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. If the Superintendent or his/her designee denies the request for a transfer, he/she shall set



forth his/her reasons for the denial in writing.

2. Involuntary Transfers and Assignments

The Board and the Association agree that an involuntary transfer or assignment should be avoided and typically occurs when the welfare of the District requires it.

3. Voluntary Transfers of Teacher Associates

Notwithstanding a teacher associate's right to apply for positions available under Article V, Section E for which an Associate is appropriately certified, any teaching associate may apply for and be granted an interview with the teacher for a voluntary transfer to any vacancy that may occur among teacher associates as the result of an opening in an existing or newly created position.

G. Employee Rights Concerning Parent and Board Member Visitations to Class and Complaints Against Employees

1. Whenever possible a teacher shall be given twenty-four (24) hour notice by the Superintendent or designee of a parent or Board member visitation to class.
2. When a parent arrives for an unscheduled classroom visitation, the teacher may request that the parent schedule an appointment. When communication with a parent becomes verbally abusive or non-constructive, teachers may: end the communication or contact an administrator for assistance.
3. An employee shall be advised promptly, in writing, of any complaint which is to be utilized for evaluative or disciplinary purposes. If requested by the employee an employee-principal conference shall be held, and no disciplinary action shall be taken against an employee prior to this conference. If disciplinary action against the employee is contemplated, the employee shall be advised in writing in advance of this conference. At such meeting, the employee may be accompanied by a representative of his/her choosing, provided such a meeting shall not be delayed thereby for more than one (1) school day except as the appropriate administrator may non-precedentially authorize.

The employee may request a conference with the person(s) making the complaint at which the administrator may also be present. If such conference is conducted, the administrator's role shall be to counsel with the parties and to seek a solution of the problem which created the complaint. At the employee's request, a meeting, with Association representation, shall be held with the Superintendent to review this complaint and its disposition. If the complaint is to be

brought to the attention of the Board, the employee shall be notified in writing two (2) days prior to the meeting and be given the opportunity to appear before the Board with representation at that time. Either the employee or the Board may request any such discussion be at a closed session.

- a. If the complaint is against the teacher associate, the teacher shall be present.
  - b. This paragraph does not apply to complaints by the teacher against the associate.
4. The Board shall inform an employee of any substantive and or repeated complaints of the same nature received from parents. Parents with specific concerns will be encouraged to deal with these at the level closest to their child, which is the teacher. In processing any complaint, the administrator shall make every effort to assure fairness to the employee, including investigation of such complaint. The parties recognize that there are other parental complaints which might not be contemplated as a basis for evaluative and/or disciplinary purposes or which an administrator might not view as rising to the level of “substantive”, but for which an employee might find a report of the parental complaint to be useful in improving parent and/or student relations.

If requested by the employee, an employee/principal conference shall be held. The teacher may also request the complaining parent(s) to attend the conference. With the consent of the teacher, the teacher associate may also request the complaining parent(s) to attend the conference; the teacher shall be present at such conference. Anonymous complaints will not be the basis of any disciplinary action against an employee.

- H. The Board acknowledges that typically it is desirable to deliver disciplinary and/or dismissal notices at a time when such shall minimally impact upon a teacher's responsibilities towards students.
- I. For each absence, a teacher shall have the option of making known his/her preferences for a substitute.

ARTICLE VI  
ASSAULT ON EMPLOYEES

- A. Assault on employees by students and/or parent(s) shall be regarded by district authorities as a matter of grave concern. The district recognizes the lawful right of an employee to protect himself/herself or a student in a case of an unavoidable physical or verbal assault. In any case, when an assault occurs during the assaulted employee's performance of his/her school duties, such assault shall be reported to the building principal and other proper authorities immediately.
  
- B.
  - 1. In the event of an assault upon an employee by a student and/or parent(s), the Board shall render reasonable assistance to the employee in dealing with law enforcement authorities who may investigate such incident.
  
  - 2. Any student and/or parent(s) committing an assault upon an employee shall be subject to disciplinary action pursuant to Board policy, including suspension and/or expulsion where appropriate.
    - a. The employee shall be consulted by the principal or designee before any consequences are determined.
  
    - b. The employee shall receive a written copy of the consequences to be imposed. Any affected employee shall be entitled to a conference with the principal before readmittance to the classroom of an assaultant student.
  
- C. Work time lost by an employee because of an assault by a student and/or parent(s) shall result in no loss of salary or accumulated sick leave, provided at the time of such assault the employee was acting within the scope of employment and pursuant to Board policy and administrative direction. The employee shall promptly remit to the Board an amount equal to that received from Workers Compensation or any policy of insurance, other than medical, to which the Board has contributed any portion of the premium. This paragraph shall not be effective on such date as the employee shall qualify for disability payments under either the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund (whichever applies), more than ninety (90) teacher or teacher associate employment days after such assault, whichever shall first occur.

- D. As used in this article "assault" means the infliction of physical injury or the use or threat of force upon the body of the employee without consent.
- E. The Board recognizes that verbal abuse by students and/or parent(s) of employees in the school environment should not be tolerated.

ARTICLE VII  
WORKING CONDITIONS

A. Length of School Year

The employee work year shall not exceed one hundred seventy-five student attendance days, five Teacher Institute Days and two Parent/Teacher Conference Days for a total of 182 days based upon a school calendar of one hundred eighty seven days. For further information regarding requirements of the school calendar see the Staff Handbook or Intranet.

B. K-2 Preparation Time

In balancing curriculum requirements and the scheduling of all teachers in grades K through 2, the Administration shall, to the extent feasible, provide a break in the a.m. or the p.m., with a minimum 220 minutes of non-student contact time per week.

C. 3-4 Preparation Time

In balancing curriculum requirements and the scheduling of all teachers in grades 3 through 4, the Administration shall, to the extent feasible, provide a break in the a.m. and in the p.m., with a minimum of 260 minutes of non-student contact time per week.

D. 5-6 Preparation Time

In balancing curriculum requirements and the scheduling of all teachers in grades 5 through 6, the Administration shall, to the extent feasible, provide a break in the a.m. and in the p.m., with a minimum of 300 minutes of non-student contact time per week.

E. 7-8 Work Day

1. Core teachers in grades seven/eight (7/8) will have five (5) periods and an advisory or activity class or six (6) periods with no advisory or activity class, or six (6) periods and an advisory. Teachers with six (6) periods and an advisory will receive a Sponsor stipend as indicated in Appendix C. The administration will determine the number of advisories needed at each grade level on an annual basis. Teacher licensure, enrollment, available physical space, scheduling requirements and the financial condition of the District will be considered when assigning a 6th period. The total of instructional minutes shall not exceed 265 or the equivalent each day. As used herein, "instructional assignments" shall mean literacy, social studies, mathematics, science, and modern language assignments composed of only 7th and 8th grades.

2. A teacher of grades seven/eight will be required to make no more than three (3) preparations per school term, except as circumstances clearly require. The seven/eight Literacy Block shall equal two (2) preparations.
3. Teachers of integrated arts, physical education, and special education, shall have, to the extent feasible, a minimum of 220 minutes of non-student contact time per week.

F. 5-8 Modern Languages

1. The modern language teacher's assignment will be no greater than a three (3) grade level combination. The modern language teacher will be assigned no greater than five (5) classes and an advisory or activity class or assigned six (6) classes with no advisory or activity class. Teacher licensure, enrollment, available physical space, and scheduling requirements and the financial condition of the District will be considered when assigning a sixth (6<sup>th</sup>) class. The administrator may rotate among staff members any five classes and advisory or activity assignment.
2. A modern languages teacher will be required to make no more than three (3) preparations per school term, except as circumstances clearly require.
3. Teachers of modern languages shall have to the extent feasible, a minimum of 300 minutes of non-student contact time per week.

G. Overload Classes

1. Overload shall be voluntary.
2. Overload classes shall be compensated at a rate of sixteen percent (16%) of the individual teacher's annual base salary for each class overload.

H. Bus Duty

The Board shall make every effort to limit bus duty to four (4) or fewer teachers per school per year. The acceptance of such duty shall be voluntary if possible. The Board shall compensate each teacher as per Appendix C per day of such service.

I. Stipend for Evening Event

Teachers shall receive a stipend (see extra-curricular schedule) if required to attend more than one (1) evening event. Evening parent/teacher conferences are not included as a stipended event if a release day is included in the school calendar to compensate for this evening event.

J. Part-Time Employees

1. Part-time employees shall be paid for the number of hours they are required to be in the building.
2. Part-time teachers shall have as part of their assignment a proportional amount of planning time.
3. When the hours of a teaching assignment are not contiguous, the part-time teacher shall also be paid for those hours in between that are additional to the allotted planning time unless the part-time teacher in consultation with the Association shall otherwise agree.
4. Part-time employees may be required to attend pre or post-student day meetings only if such meetings are contiguous to the time when they are required to be in the buildings.

K. Special Education Teachers

Teachers of Special Education programs shall have two days of non-instructional time per school year, or compensation at the summer curriculum rate of pay with four hours equivalent to one day, to write IEP forms, behavior management plans, and the like. If changes are made by ISBE regarding the expectations for Dynamic Learning Maps (DLM), then case managers with DLM students have an option to request of an administrator up to 2 additional days or equivalent compensation as previously stated to complete DLM tasks.

Any employee who is involved in MDC meetings during the summer will be paid at his/her per diem rate for time spent in attending these meetings. The hourly rate shall be based upon 7.5 hours per day. The compensation rate of the preceding school term shall be used as the basis of this per diem.

No later than the beginning of the third week of each school year, the principal in each building will meet with all teachers who provide services to special needs students. The purpose of the meetings will be to collaboratively develop schedules, consider teacher planning time and assess the efficiency of the program to meet student needs. The principal, acting in collaboration with the Director of Pupil Services, will have the sole authority to act on any recommendations. At any time in the school year following the initial meeting mentioned above, a special education teacher

or a teacher who delivers services to special needs students may request a meeting with the principal and Director of Pupil Services in order to problem-solve situations that may arise because of changes/increases in a teacher's case load.

L. Hall Duty

The acceptance of hall duty shall be voluntary if possible. The Board shall compensate each teacher as per Appendix C per day of such service.

M. Notice of Assignments

1. The Board shall provide teachers with written notice of any change in their building grade and/or subject assignments for the forthcoming school year no later than the last student attendance day preceding the commencement of the school term. If some change is determined to be necessary, the teacher will be so advised in writing by personal delivery or certified mail to his/her last known street address. Notification shall be deemed given by such personal delivery or deposit in the United States Mail postage prepaid.
2. For those teacher associates who have been offered a position for the next school year and who have, in writing, accepted a position by five (5) school days prior to the end of the school year, the teacher associate will be informed of his/her assignment to his/her specific teacher by the last school day. If some change is determined to be necessary, the teacher associate will be so advised in writing by personal delivery or certified mail to his/her last known street address. Notification shall be deemed given by such personal delivery or deposit in the United States Mail postage prepaid.

N. Voluntary Extended School Term Teaching Assignments

1. All extended school term teaching assignments shall be voluntary. Such assignments shall be compensated at the daily rate of 1/180th of the assigned teacher's scheduled annual salary (exclusive of any stipends). Such assignments during the summer recess period shall be computed at the annual salary of the preceding school term. The Association President or designee shall be promptly advised of any newly proposed extended school term assignments. Any such assignment may be terminated by the teacher by giving notice thereof at least thirty (30) calendar days prior to the onset of such assignment.
2. When a teacher associate works beyond the regular school year, the hourly rate of pay shall be at the summer curriculum rate.



O. Traveling Teachers

Any traveling teacher shall be provided with preparation and lunch periods as would any other teacher and traveling time shall be scheduled so as not to infringe on lunch or preparation time. Travel time will be twenty (20) minutes between buildings. Ample parking spaces per building will be designated for traveling teachers, as close to the building entrance as permitted by Village parking regulations.

P. Principal Absence

At each building, the Administration will develop clear procedures for those times when a principal is out of the building and communicate these to the faculty in writing at the first employee Institute Day of the new school term. Planned absences will be included on the school intranet page.

Q. Notice of Disciplinary Action to Teacher Associates

Prior to the final implementation of any suspension without pay or dismissal of a teacher associate, the teacher associate shall be afforded the following rights:

1. The teacher associate shall be given the reason(s) for such action in writing to the extent permitted by law.
2. The teacher associate shall be afforded an opportunity to respond to such reason(s) at a meeting with the Board, Board committee or administrator acting on behalf of the Board.
3. At the option of the teacher associate a representative of the Association may accompany the associate in accordance with Section IV.I of this Agreement.
4. The associate may also respond to such reason(s) in writing and such response shall be made available to the Board of Education and shall be placed in the associate's personnel file.

This section shall not apply to any reduction-in-force. This section shall not be subject to the Grievance Procedure of this Agreement for any purpose other than compliance with the procedures prescribed herein.

It is the policy of the Board of Education that no teacher associate's employment shall be terminated for arbitrary, unreasonable or capricious reasons. In the event a teacher associate requests review of his/her discharge, such review shall be conducted in the sequence of, first, the building principal, next, the Superintendent and, finally, the Board of Education. The decision of the Board of Education shall be final and this paragraph shall not be subject to the arbitration step of the grievance

procedure.

R. Overtime

To the extent required by law, teacher associates shall receive overtime compensation.

S. Teacher Associate Year and Hours

The teacher associate year shall include all student attendance days and all Institute days. The teacher associate year excludes Parent/Teacher Conference Days. The hours per day for a teacher associate shall be determined by individual assignment and may vary according to department and building. Teacher associates, in consultation with the building principal and subject to the prior written approval of the building principal, may schedule planning time before and after their regular work day. Such planning time, if approved, shall be paid at the teacher associate's regular rate of pay except as otherwise required by law.

Barring any temporary, unforeseen circumstances, two daily break(s) for a full-time teacher associate and one daily break for a less than full-time teacher associate will be scheduled utilizing other building staff to cover the break. A copy of the teacher associate's schedule shall include a statement regarding availability of break time or an identified regular break time.

T. Teacher Associates Docking/Responsibilities/Pay When Teacher Is Absent

1. In the event of docking of salary because of an absence of a teacher associate who is not eligible for any contractual compensation, the loss of pay shall be the per diem rate, provided if such day was officially scheduled as less than a full day, the docking shall be adjusted pro rata.
2. When a teacher is absent due to illness, injury or other personal reasons or is on school business, provided that the absent teacher is agreeable to a designated associate being the substitute of choice, then the teacher associate may be asked to assume increased responsibilities for the continuity of the educational program. Teacher associates temporarily reassigned by the building principal to substitute for a teacher will complete a Teacher Absence/Teacher Responsibilities form. Within two (2) weeks the teacher associate will submit the completed forms to the Business Office. Compensation will be computed to the quarter hour based upon the applicable stipend amount.

This section relates to those times when the teacher requests the

associate to assume this additional responsibility. A substitute teacher will be hired for the classroom on any day the teacher is absent.

U. Payment for Teacher Classroom Movement

Any teacher required to pack the classroom for construction or move classrooms at the direction of the District shall be paid a stipend of \$200. The superintendent or designee may approve additional assistance to the teacher.

V. Academic Freedom

The Association acknowledges that the authority for the District's curriculum, its development and its implementation with regard to sequence, materials and instructional activities in a public school lie solely with the Board of Education. The Board acknowledges that teachers shall be given a degree of academic freedom in respect to the day-to-day sequence, selection/use of materials and instructional activities provided such academic freedom is exercised in a manner which promotes the District's educational objectives and which is consistent with the grade level curriculum as defined by the Board of Education. In the event there is any lack of clarity or occasion for dispute regarding the degree of academic freedom given to the Association and its members, the matter shall first be reviewed by the building principal or Director of Curriculum and Instruction. If requested, further review will occur with the Superintendent. The decision of the Board of Education as articulated through the Superintendent shall be final. This shall be the sole process used to resolve disputes and shall not be subject to arbitration.

ARTICLE VIII  
REDUCTION IN TEACHERS/TEACHER ASSOCIATES

A. Honorable Dismissal/Reduction in Force (RIF)/Layoff

All licensed teachers tenured or non-tenured shall be laid off as outlined below:

The number and type of teaching positions required to implement the district's educational program will be determined annually by the Board of Education after it receives the recommendation of the Superintendent. In the event the Board decides to decrease the number of teachers employed or to discontinue some particular type of teacher service, the following guidelines will be in effect to the extent consistent with the law as such law may be amended from time to time:

1. Teachers will be released in accordance with the teacher's summative evaluation rating grouping as required by law. To the extent the law requires consideration of seniority, 'seniority' shall mean length of continuing service in the district beginning with the first working day, including FMLA leave, but excluding any other period of unpaid leave of absence which exceeds 90 calendar days. A period of leave of absence shall not constitute a break in employment, but seniority shall terminate upon resignation or discharge of the teacher. In the event two or more teachers still have identical seniority after the application of the foregoing, the teacher(s) to be released shall be determined by lottery.
2. A seniority list shall be posted annually no later than February 1. Teachers shall be permitted ten (10) school days from the date of first posting to review the list and to submit any written objections to the accuracy of the list to the Superintendent or designee and the Association President. Written objections shall include sufficient detail so as to allow the District to determine whether the objection is valid. Once the ten (10) day objection period has expired, the Superintendent or designee, in consultation with the Association President, shall finalize the list for final posting.
3. Annually, the District shall notify teachers in writing of the group to which they have been assigned based on their summative evaluation rating.

B. General Administrative Procedures

General administrative procedures for implementing this article will include:

1. Teachers whose release is to be recommended to the Board under the provisions of this article will be notified by the Superintendent or designee in person and/or by letter at least eight (8) workdays or

twelve (12) calendar days prior to Board action, whichever shall first occur.

In addition, as required by law, the Board shall provide written notice to every teacher who will be RIF'd/laid off at least forty-five (45) calendar days prior to the end of the school term. Written notice will be mailed to the teacher and also given to the teacher either by certified mail, return receipt or personal delivery with receipt.

2. A list of teachers released in accordance with this article will be maintained by the personnel office. If the Board, has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in groupings 3 or 4 of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a District job description on or before May 10 prior to the date of the positions becoming available. Among teachers eligible for recall, the order of recall shall be in reverse order of dismissal. The District shall also abide by any other provisions of the laws regarding reduction in force.

Any teacher who is released in accordance with this article from grouping 2 shall be afforded recall rights as required by law and if no such rights exist or expire prior to one calendar year from the beginning of the following school term, such teacher shall be given the courtesy of a screening interview for any vacancy for the following school term or within one calendar year from the beginning of the following school term for which the teacher is qualified. The right to such interview shall be subject to the teacher timely submitting a written application for such vacancy.

3. When the Board decides it is necessary to reduce the number of teachers, the Association President or designee will be advised of such contemplated reduction of staff. The Association, represented by a committee of reasonable size, shall be given the opportunity to discuss the proposed reduction and alternatives thereto in a closed meeting with the Board or a committee thereof.
4. A teacher's failure to respond affirmatively within twenty-one (21) calendar days after mailing of the Board's offer of re-employment shall result in termination of the teacher's rights of recall hereunder. Such offer shall be sent by certified mail to the teacher's address on file with the Board.

5. If the Board dismisses any teacher hereunder, the Board shall immediately put a record in the teacher's file that such dismissal was honorable by reason of reduction of teachers or program. Such record shall also indicate the license(s) and degree(s) held, major and minor fields of study, subject(s) taught and/or areas of responsibility, and residence mailing address and telephone number.

D. Reduction of Teacher Associates

1. Seniority List - No later than November 11 each year, the District shall publish the seniority list of full-time teacher associates. Seniority shall be based on length of continuing service with the District within one of the following categories: a.) classroom teacher associates, b.) special education associates, or c.) learning center associates. The list shall specify the category, date of first day of employment and the number of years of continuous associate service in District 35, for each teacher associate including FMLA leave, but excluding any other period of unpaid leave of absence which exceeds ninety (90) calendar days. Fractions of years worked shall count as such.
2. Reductions-in-Force
  - a. A full-time teacher associate reduced-in-force in one category shall be tendered the right of first interview for a position available in the other teacher associate categories.
  - b. Any teacher associate who shall be subject to a reduction-in-force shall receive a letter from the Board of Education confirming that termination was due to economic reasons or because of reduction of program.
3. Recall Rights - If a teacher associate vacancy becomes available during the recall period in any of the three position categories, the teacher associate with the most seniority who was reduced-in-force shall be offered the vacancy if qualified to hold the position. Each associate upon leaving District 35 employment shall furnish the legal address to which any recall letter shall be sent by certified mail. Further, an associate suffering from a reduction-in-force shall be responsible for informing the Board office of any change(s) in legal address for the purposes of recall after the honorable dismissal. The Board shall send the letters of recall by certified mail.

4. Length of Recall Rights - Teacher associates from the date of receiving a reduction-in-force notice shall have recall rights with full restoration of contractual rights, including seniority at time of layoff, until the first day of the school term after the next full school term has ended.

ARTICLE IX  
FORMAL TEACHER OBSERVATION AND EVALUATION

The parties agree that this Article shall be construed in accordance with the *Illinois School Code* and the rules and regulations of the Illinois State Board of Education, including as such may be amended by law from time-to-time. The parties' respective rights regarding negotiations of the *Teacher Evaluation Performance Plan* shall be governed by the *Illinois Educational Labor Relations Act* and prevailing court decisions. Please refer to a copy of the non-contractual, *Teacher Evaluation Performance Plan* for complete details of the Plan.

A. Purpose

The primary purposes of formal teacher observation and evaluation in this school district are to improve teacher effectiveness in providing a sound learning experience for children and to provide each teacher with the opportunity and skillset required to fulfill this goal.

B. Procedures

1. Each year, no later than the first day of the school term or as soon as possible for teachers employed later, a qualified administrator shall provide written notice of intent to evaluate and explain evaluation procedures and objectives to all teachers who are scheduled for evaluation that school term.
  
- 2.a. Formal classroom observation by a qualified evaluator is central to the determination of teacher effectiveness. It will occur throughout the school year with either the teacher or evaluator initiating the formal observation process. Formal classroom observation will be preceded by a pre-observation conference between the teacher and the evaluator to enable both to consider the learning outcomes to be achieved through the lesson, the methods the teacher will use to help the students achieve the lesson's objectives, and the student behavior evidenced indicating when the lesson's objectives are met successfully.

In the event that the originally agreed upon date and time of formal observation must be changed, a mutually agreed upon alternate date and time will be timely scheduled. A change of schedule may necessitate a new pre observation conference.

- b. It is recognized that formal classroom observation is not for the sole purpose of evaluating a teacher. In order to develop mutual understanding and assist and promote effectiveness of teaching the evaluator must be familiar with classroom activities.



- c. Unannounced observations will be limited to those situations in which the evaluator has advised the teacher in advance that the evaluation plan for the year will include unannounced observations. Such observations will be subject to all procedures applicable to formal classroom observation except for the pre-observation conference and completion of the pre-observation forms, neither of which will be required.
  - d. Each formal classroom observation will be a minimum of forty-five (45) minutes at a time; or an observation during a complete lesson; or an observation during an entire class period. Each teacher will be personally observed in the classroom unless the teacher does not have classroom duties.
  - e. Following each formal observation, the evaluator will prepare a written summary of his/her observations, which will be reviewed with the teacher within ten (10) working days following the observation unless the teacher and evaluator otherwise agree. A copy of such summary shall be provided to the teacher. The teacher shall sign a copy of the summary to be placed in the personnel file thereby acknowledging the opportunity to have seen and reviewed such summary.
  - f. If the teacher considers the summary incomplete, inaccurate, or unjust, he/she may within ten (10) working days of receipt of such summary submit for inclusion in his/her personnel file any comments or objections in respect to such observation summary. Upon request of the teacher, the evaluator will discuss the teacher's comments and/or objections with the teacher. The evaluator will in writing acknowledge receipt of a copy of such comments.
  - g. All non-tenured teachers will annually receive at least two (2) formal classroom observations. All tenured teachers will receive at least one (1) formal classroom observation at least once every two years.
  - h. The Board acknowledges the appropriateness of annually conducting at least two (2) formal observations of non-tenured teachers no later than the last day of February.
  - i. Formal classroom observations will be conducted throughout the school year, provided such observations shall not be conducted during the first five (5) or the last five (5) student attendance days of the school term.
3. Upon mutual agreement of the teacher, evaluator and superintendent, required by the formal law may observation of a tenured teacher occur simultaneously with the Superintendent's formal observation of an evaluator.

C. Informal Observations

Informal observation of the teacher in roles other than classroom instruction are important in determining the teacher's overall effectiveness. While the major portion of the teacher's evaluation will be based upon formal classroom observations, other observations of an informal nature may be made by the evaluator both in and out of the classroom setting to determine overall effectiveness. Conferencing procedures will not be called for in informal observation; however, specific informal observation occurrences which are to be used in the annual evaluation shall be reduced to writing and placed in the teacher's personnel file. Within five (5) working days of such placement, a copy will be given to the teacher who shall acknowledge the same. The teacher may respond as provided in the preceding section.

D. Number of Evaluations

Each tenured teacher will be formally evaluated at least once in the course of two (2) years and advised of his/her performance rating as reflected in the teacher evaluation plan except when the teacher desires an annual evaluation and so advises his/her building principal no later than September 15 of this choice. A copy of the evaluation will be forwarded to the Superintendent no later than seventy-five (75) days prior to the end of the school year.

Each non-tenured teacher will be formally evaluated at least twice a year and advised of his/her performance rating as reflected in the teacher evaluation plan. A copy of the evaluation will be forwarded to the Superintendent no later than the last day of February.

A principal shall not be prohibited from evaluating any teacher within his/her school building during the first year that the principal is assigned to that building.

The evaluation of each teacher shall culminate in a summative rating of either "excellent", "proficient", "needs improvement" or "unsatisfactory". Additionally, student growth must constitute 30% of the teacher's final rating.

Any tenured teacher whose performance is rated as either "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following receipt of such rating. If a tenured teacher achieves a rating of "excellent" or "proficient" in the school year following a rating of "needs improvement" or "unsatisfactory", the teacher shall be reinstated to the regular evaluation schedule.

E. Principal's Recommendation on Continued Employment of Probationary Teachers

The principal's recommendation with respect to the continued employment of probationary teachers shall be presented to the Superintendent or designee no later than the last day of February. A copy of the principal's recommendation shall be given to the teacher at the time it is given to the Superintendent.

F. Evidence Not in Teacher's Personnel File

Evidence not previously recorded in the teacher's personnel file and shown to the teacher prior to written notification of demotion, discipline or other involuntary change in employment status, including any recommendations not to rehire or not to recommend for tenure, shall not be used by the Board as the basis for its action.

G. Meeting with Immediate Supervisor and Superintendent

If a teacher is to be demoted or disciplined or not rehired or recommended for tenure, prior to the taking of such action(s), he/she shall have the opportunity of a meeting with his/her immediate supervisor and the Superintendent. The teacher may be accompanied to such meeting by his/her representative. The Board shall make every effort to hold such meeting after the close of the student day.

If, as a result of a conference with an administrator, a teacher wishes additional clarification, the teacher may request a follow-up meeting with the administrator and, with the administrator's knowledge, invite a representative to join the teacher for the purpose of understanding such clarification.

With regard to potential disciplinary action being taken against an employee which would allow said employee union representation at an investigatory meeting with the employee's immediate supervisor and the Superintendent, the following definition of potential disciplinary action applies: written reprimands which would be included in an employee's personnel file, suspensions, notices of remedy, and requests for termination. Disciplinary action, does not include teacher evaluation conferences. However, the teacher may be accompanied to such meeting by his/her representative.

H. Consulting Teacher

1. Qualifications: The consulting teacher shall serve in such capacity voluntarily and must satisfy all of the School Code's eligibility requirements.

2. Selection: In implementing the remediation plan, the teacher and evaluator shall attempt to identify a mutually acceptable consulting teacher. The Glencoe Education Association may, if it so chooses, provide a roster of qualified teachers from whom a consulting teacher is to be selected. That roster shall carry the names of at least five teachers or the names of all teachers so qualified if that number in the district is less than five. The consulting teacher shall be selected by the evaluator of the teacher who is rated unsatisfactory.

At the beginning of each school year, the GEA and superintendent shall invite teachers who qualify as consulting teachers to volunteer to serve in that capacity.

3. Responsibilities:

- a. The role of consulting teacher is exclusively to participate in the development of the remediation plan and to provide advice and assistance to the teacher rated as unsatisfactory on how to improve his/her teaching skills and to successfully complete the remediation plan. It is the intent of the Board of Education and the Association that the consulting teacher perform a professional role solely aimed at helping one teacher improve his/her professional performance. A consulting teacher may resign at any time from the role, providing a volunteer replacement is available, has a stated willingness to assume the consulting teacher's tasks, is acceptable to the Board, and qualified as defined above. If the consulting teacher resigns or is otherwise unavailable, a new consulting teacher will be selected in the same manner as the initial consulting teacher.
- b. The consulting teacher will not evaluate performance, judge progress or lack thereof, or perform any supervisory assessment in relationship to the unsatisfactory teacher. Evaluation, judgment, and supervisory assessment of the job performance of the unsatisfactory teacher is exclusively the responsibility of the qualified evaluator.
- c. To fulfill this advisory role properly and professionally, the consulting teacher, in accordance with the remediation plan, will receive adequate release time and compensation to assist the unsatisfactory teacher. Stipend and release time shall be commensurate with the agreed upon size of the remediating task(s) and be negotiated between the Board and the Association.
- d. The Board shall defend, indemnify, and hold harmless any teacher from any and all liability arising out of his/her

performance as a Consulting Teacher in Glencoe District No. 35.

- e. The Board and the Association will not compel the consulting teacher to testify at any hearing or court proceeding concerning the evaluation, job performance, or progress or lack thereof of the unsatisfactory teacher. The consulting teacher shall not be used by the Board or the Association in any progressive disciplinary action or dismissal proceeding of a teacher under remediation for unsatisfactory teaching performance, nor shall any notes, written commentaries or appraisals be subpoenaed by the Board or the Association or their agents in this matter.
- 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. Through each evaluation conference with a qualified evaluator and the teacher under remediation, the consulting teacher shall be informed of the results of the evaluations in order to continue to provide assistance to the teacher under a remediation plan.

## ARTICLE X LEAVES

### A. Sick Leave

Each employee shall be entitled to a total of fifteen (15) sick leave days in years 1 through 10, sixteen (16) days in years 11 through 20, and seventeen (17) days in years 21 and beyond with full pay per school term. For teachers and teacher associates such sick leave shall accumulate to a maximum of four hundred eighty (480) days. Sick leave shall not be available for the purpose of a work stoppage of any kind.

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household in accordance with the *School Code*. The immediate family for purposes of this section shall include the employee's: spouse, domestic partner, children, parents, parents-in-law, brothers, sisters, grandparents, grandparents-in-law, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, stepmother, stepfather, stepsiblings, aunts and uncles and legal guardians and wards. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency which confronts a family member. In case of serious illness of persons outside the immediate family, the Superintendent may grant use of available sick leave without loss of pay.

An employee may use his/her sick leave for disability related to the employee's pregnancy or disability of the employee's spouse if related to the spouse's pregnancy. No medical documentation shall ordinarily be required for use of such sick leave for a total of twelve (12) weeks.

For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. Child-rearing leaves shall be available in accordance with the terms of Section H. of this Agreement and/or in accordance with the provisions of the District's Family and Medical Leave Policy ("FMLA").

For purposes of this Section, "adoption" and "placement for adoption" shall include those activities reasonably related and essential to the process for adoption or placement for adoption, including travel time where necessary.

B. Catastrophic Event Plan

The Glencoe Board of Education, in cooperation with the Glencoe Educational Association, will provide district employees the opportunity to participate in the voluntary donation of sick days to a Catastrophic Event Plan. For information regarding the Catastrophic Event Plan see the Staff Handbook or Intranet.

C. Personal Business Leave

1. Days: Each employee shall begin the school year with three (3) days of personal business leave. No more than two (2) personal leave days may be taken consecutively without approval by the Superintendent. Written notification of three (3) consecutive personal leave days shall be given to the Superintendent or designee at least two employment days prior to the onset of such leave, provided that in an emergency, such notification may be given at a later time, but as soon as feasible, with an explanation of such emergency. At the end of each school year the unused personal leave days shall be transferred to sick days.
2. Limitations: Personal leave days shall not be granted during the first five (5) or last five (5) employment days or on the employment day immediately preceding or following a school vacation, holiday, or recess period, provided this restriction shall not apply to recognized religious holidays or an emergency which shall be explained. Personal business leave shall not be available for a work stoppage of any kind or for any activity which shall result in earned income for the employee. Personal leave shall be computed in units of half-days.

D. Bereavement - Leave

In case of death in the immediate family (as defined in Section A above) of an employee up to five (5) days may be taken for each bereavement as bereavement leave without loss of salary or deduction of accumulated sick leave. An employee's unused sick leave and personal leave shall also be available for use as bereavement leave in accordance with the provisions of Sections A and B above. In such cases, the employee shall provide the Superintendent with notification of such use as soon as is reasonably possible under the circumstances. Under unusual circumstances, the Superintendent, upon teacher request, may grant additional bereavement leave with loss of pay.

In case of death of persons outside the immediate family, the Superintendent may grant bereavement leave without loss of pay.

E. Legal Reasons

The Board shall pay the regular salary to employees called to serve as jurists or subpoenaed to appear as witnesses (other than in matters wherein the Association and the Board shall be adverse parties). Employees shall remit to the district all sums up to a maximum of the employee's daily pay received for such services, exclusive of travel allowances.

F. Religious Reasons

A maximum of three (3) days absence without loss of salary nor any reduction in sick leave or personal days shall be granted to each employee involved in recognized religious observances of the employee's faith. Requests for such absence should be made well in advance and should specify the nature of the religious obligations which cannot be discharged outside of normal working hours.

G. Absence for Other Reasons

1. Employees authorized by the Superintendent to visit other schools, to attend educational conventions or other meetings vital to the interests of the Glencoe Public Schools shall have no reduction made in their salary nor any reduction in sick leave or personal days during the time of such attendance.
2. An employee may attend one (1) meeting per year to collect pertinent information toward a possible career change that may be made necessary by a potential reduction-in-force, provided such single absence shall not exceed two days in length, shall be without pay, and shall be scheduled with the building principal at least ten (10) school days in advance and subject to the approval of the building principal that absence on such day will not cause harm to the educational program.

H. Leave taken for reasons as outlined in sections C, D, E and F above shall not be deducted from sick leave, provided that in no instance shall such sections be utilized if the leave would qualify as sick leave as defined in section A of this Article. With respect to bereavement leave taken in accordance with section D above, sick leave shall not be deducted for use of the five (5) bereavement days as provided for by the terms of section D. However, use of sick leave days for bereavement in excess of the aforementioned five (5) days shall be deducted in accordance with the terms of section D above.



I. Unpaid Leaves of Absence

Teachers may be eligible for unpaid leaves for any of the following reasons, subject to the general conditions for leave in Section J below and any other specific conditions which may apply as set forth in sub paragraphs 1 through 8 below.

1. Non-Disability Parental Leave and Adoption Leave

A tenured teacher, non-tenured part-time teacher in his/her fourth year or more, or non-tenured probationary teacher in his/her fourth year shall be entitled to a non-disability parental leave. A non-tenured probationary teacher granted this leave will retain seniority and accumulated personal and sick days. If the applicable specific and general conditions are not met, the granting of the leave shall be discretionary with the Superintendent or designee. The granting of a leave pursuant to the preceding sentence shall be without precedential effect.

For non-tenured probationary teachers, a school term shall be counted toward attainment of tenure if the teacher actually teaches or is otherwise present and participating in the District's educational program for one hundred twenty (120) days or more. FMLA leave days shall count toward the 120 days, but only to the extent required by law. A school term that is not counted toward attainment of tenure due to failure to meet the 120 days shall NOT constitute a break in service provided the teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

A tenured teacher, non-tenured part-time teacher in his/her fourth year or more, or non-tenured probationary teacher in his/her fourth year who wishes to take an unpaid leave of absence for a non-disability parental leave:

- Shall make the request to the Superintendent or designee at least seventy five (75) calendar days prior to the onset of the requested leave.
- The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term.
- The teacher shall be entitled to elect whether to take the aforementioned one (1) additional school term of leave by providing the Superintendent or designee with written notice by February 15

of the year in which the leave commences or within twenty (20) days of the commencement of such leave, whichever is later.

- For purposes of this section, any leave which commences twenty (20) or fewer days prior to the end of a school term shall not be considered to have commenced until the first day of the next school year. In such case, the teacher shall be entitled to leave for two full school terms.

- "School term" is defined as that portion of the school year when school is in session.

- Holidays or vacation days shall not be counted against the allotted leave.

In cases of non-disability parental leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing no later than February 15, prior to the termination of such leave that he or she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall constitute an election not to return to employment and as a resignation from the District. The Superintendent or designee shall write by certified mail to the teacher on leave no later than January 15 of the last year of the leave to remind the teacher of his/her obligation under this section.

By the last day of the leave school year the district will inform the teacher of his/her assignment for the upcoming school year. The teacher will be notified in writing if unforeseen events result in a change in this assignment. Consideration will be given to an employee's assignment request.

In addition to sick leave as provided in Section A. above, a tenured teacher, non-tenured part-time teacher in his/her fourth year or more, or non-tenured probationary teacher in his/her fourth year desiring an unpaid adoption leave as a result of becoming an adoptive parent or as a result of placing a child for adoption shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon due written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

A non-disability parental leave may be granted to a non-tenured probationary teacher or a non-tenured part-time teacher in years

one through three under unusual circumstances by action of the Board of Education, subject to all of the conditions applicable to a tenured teacher. For non-tenured probationary teachers, a school term shall be counted toward attainment of tenure if the teacher actually teaches or is otherwise present and participating in the District's educational program for one hundred twenty (120) days or more. FMLA leave days shall count toward the 120 days, but only to the extent required by law. A school term that is not counted toward attainment of tenure due to failure to meet the 120 days shall NOT constitute a break in service provided the teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

The granting of an unpaid leave of absence (non-disability) to any non-tenured probationary teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher in years one through three. Each such request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured probationary teacher in - years one through three to apply for such leave or accept the conditions established therefore.

If a teacher has applied for and been granted a non-disability parental leave, and due to unforeseen circumstances has to request cancellation of the leave, the Board will collaborate with the employee to develop a plan for return provided options exist.

## 2. Health or Family Hardship Leave

A leave of absence of up to two (2) years without pay and without advancement on the salary schedule may be granted by the Board to any tenured teacher, non-tenured probationary teacher in his/her fourth year, upon written application to the Superintendent or designee for the purpose of health or family hardship. For non-tenured probationary teachers, a school term shall be counted toward attainment of tenure if the teacher actually teaches or is otherwise present and participating in the District's educational program for one hundred twenty (120) days or more. FMLA leave days shall count toward the 120 days, but only to the extent required by law. A school term that is not counted toward attainment of tenure due to failure to meet the 120 days shall NOT constitute a break in service provided the teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

All non-tenured probationary teachers granted this leave will retain seniority and accumulated personal and sick days.

3. National or Illinois Education Association Leave

A leave of absence of up to two (2) years without pay and without advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee for the purpose of service to the Illinois Education Association or the National Education Association.

4. Career Change Leave

A leave of absence of up to two (2) years without pay and without advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee to pursue a bona fide change of career.

5. Exchange or Foreign Teaching Leave

A leave of absence of up to two (2) years without pay and with advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee for the purpose of participation in an exchange or foreign teaching program.

6. Study Program Leave

A leave of absence of up to two (2) years without pay and with advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee for the purpose of participation in Study programs of substantial benefit to the educational objectives of the district provided the Superintendent or designee has acquiesced in the likelihood of such substantial benefit.

7. Peace Corps, Teacher Corps, VISTA or Job Corps Leave

A leave of absence of up to two (2) years without pay and with advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee for the purpose of participation in Peace Corps, Teacher Corps, VISTA, or Job Corps participation.

8. Military Leave

A leave of absence of up to two (2) years without pay and with advancement on the salary schedule may be granted by the Board to any tenured teacher upon written application to the Superintendent or designee for the purpose of a military leave of absence as required by law.

J. General Conditions for Unpaid Leaves of Absence

1. **Planning the Leave:** A teacher and the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration the continuity of instruction and medical factors. Every effort shall be made to have the leave (or contiguous sick leave) begin and end prior to the start of a new school term.
2. **Notice of Intent to Return:** Except as otherwise provided in section H.1 above a teacher granted an unpaid leave of eight (8) months or more, as a condition thereof, shall advise the Superintendent in writing by February 15 of the year of the leave whether the teacher intends to return to employment. Return to the district shall be in accord with the previously agreed upon plan subject however to changed educational conditions in the district in the event of a mid-year return in which case the school district may delay reinstatement of said teacher until the beginning of the next school year. Failure to advise the Superintendent or his designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the district.
3. **Eligibility for Subsequent Leave:** Anything in this policy to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence (non-disability) shall not become eligible for a subsequent unpaid leave of absence (non-disability) unless and until such teacher has returned for at least one complete school term for each school term for which such leave has been granted, provided under exceptional circumstances the Board may in its absolute discretion, and without precedential effect waive such limitation.
4. **Sick Leave:** Sick leave shall not be applicable during a period of unpaid leave of absence except as expressly provided in section H.1 above. Any accumulated sick leave available at commencement of the leave shall be available to the teacher upon return to employment in the District if not utilized as provided herein during the term of the leave.
5. **Insurance:** Absent the objection of any pertinent insurance carrier or insurance trust, the employee may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to the direction of such office.
6. **Salary Schedule Advancement:** Any teacher who has worked ninety-one or more work days within a school year shall be granted advancement on the salary schedule as though the leave had not been granted.

7. Discretionary Leaves/Non-Grievable: In any instance wherein this article authorizes the Board the discretion to grant a leave of absence, the granting of such leave shall not constitute a precedent for the granting of leave, and the denial of such leave shall not be grievable hereunder unless there has otherwise been a violation or misapplication of this Agreement.
8. FMLA Application: To the extent applicable, all provisions of sections H and I of this Article shall be construed in accordance with the *Family and Medical Leave Act* and any District policy related thereto.

K. Teacher Associate Leave

1. Unpaid Leave of Absence

Teacher Associates may be eligible for an unpaid leave of absence subject to the following general conditions:

- The teacher associate shall have four (4) or more continuous years of full-time service in the District.
- The teacher associate shall make the request in writing to the Superintendent or designee by the final day of the school year prior to the requested leave year.
- The length of the leave will be mutually agreed upon by the teacher associate and superintendent. If a mutually agreed upon length is not determined and the District elects to approve the leave, the default length of the leave will be one school term.
- An individual teacher associate who is granted an unpaid leave by the District shall not be granted more than one such leave of absence during his/her total service with the District. If taken, a student teaching leave will count as the one unpaid leave. The associate shall retain seniority, accumulated sick days and accumulated personal days.
- Any teacher associate who has worked ninety-one or more work days within a school year shall be granted advancement on the salary schedule as though the leave had not been granted.

2. Unpaid Leave for the Purpose of Student Teaching

The Board shall grant an unpaid leave of absence to a teacher associate who has completed four (4) or more continuous years of full-time service in the District for the purpose of the teacher associate's student teaching obligations.

- The teacher associate shall notify the Superintendent or designee in writing by the final day of the school year prior to the requested leave year.
- The length of the leave will be mutually agreed upon by the teacher associate and superintendent. If a mutually agreed upon length is not determined, the default length of the leave will be one Glencoe semester (one Glencoe semester = 1<sup>st</sup> and 2<sup>nd</sup> quarters or 3<sup>rd</sup> and 4<sup>th</sup> quarters).
- An individual teacher associate shall not be entitled to more than one such leave of absence during his/her total service with the District.
- The associate shall retain seniority, accumulated sick days and accumulated personal days.
- Any teacher associate who has worked ninety-one (91) or more work days within a school year shall be granted advancement on the salary schedule as though the leave had not been granted.

### 3. Non-Disability Parental Leave and Adoption Leave

A teacher associate in his/her fourth year shall be entitled to a non-disability parental leave and adoption leave. All teacher associates granted this leave will retain seniority and accumulated personal and sick days. If the applicable specific and general conditions are not met, the granting of the leave shall be discretionary with the Superintendent or designee. The granting of a leave pursuant to the preceding sentence shall be without precedential effect.

A teacher associate in his/her fourth year who wishes to take an unpaid leave of absence for a non-disability parental leave:

- Shall make the request to the Superintendent or designee at least seventy-five (75) calendar days prior to the onset of the requested leave.
- The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term.
- The teacher associate shall be entitled to elect whether to take the aforementioned one (1) additional school term of leave by providing the Superintendent or designee with written notice by February 15 of the year in which the leave commences or within twenty (20) days of the commencement of such leave, whichever is later.
- For purposes of this section, any leave which commences twenty (20) or fewer days prior to the end of a school term shall

not be considered to have commenced until the first day of the next school year. In such case, the teacher associate shall be entitled to leave for two full school terms.

- "School term" is defined as that portion of the school year when school is in session.
- Holidays or vacation days shall not be counted against the allotted leave.

In cases of non-disability parental leave of eight (8) calendar months or more, as a condition thereof, the teacher associate shall advise the Superintendent or designee in writing no later than February 15, prior to the termination of such leave that he or she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall constitute an election not to return to employment and as a resignation from the District. The Superintendent or designee shall write by certified mail to the teacher associate on leave no later than January 15 of the last year of the leave to remind the teacher associate of his/her obligation under this section.

By the last day of the leave school year the district will inform the teacher associate of his/her assignment for the upcoming school year. The teacher associate will be notified in writing if unforeseen events result in a change in this assignment. Consideration will be given to an employee's assignment request.

In addition to sick leave as provided in Section A. above, a teacher associate in his/her fourth year desiring an unpaid adoption leave as a result of becoming an adoptive parent or as a result of placing a child for adoption shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon due written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher associate to keep the Superintendent or designee informed on the status of the proceedings and, as soon as known, the expected date of the delivery of the child.

The granting of an unpaid leave of absence (non-disability) to any teacher associate shall not constitute a precedent for the granting or withholding of leave to any other teacher associate in years one through three. Each such request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any teacher associate in years one through three to apply for such leave or accept the conditions established therefore.



If a teacher associate has applied for and been granted a non- disability parental leave, and due to unforeseen circumstances has to request cancellation of the leave, the Board will collaborate with the teacher associate to develop a plan for return provided options exist.

#### 4. Health or Family Hardship Leave

A leave of absence of up to two (2) years without pay and without advancement on the salary schedule may be granted by the Board to any teacher associate in his/her fourth year upon written application to the Superintendent or designee for the purpose of health or family hardship. All teacher associates granted this leave will retain seniority and accumulated personal and sick days.

#### L. Sabbatical Leave

Sabbatical leave may be granted to teachers who have been employed in the district for six (6) full years or more. Teachers granted this leave shall execute an agreement to return to full-time service in the district upon termination of the leave for at least two (2) years, unless precluded by physical disability, or, upon the failure thereof, to reimburse the district for the salary paid to him/her while on leave. In all other particulars, the provision of the Illinois *School Code* regarding sabbatical leave shall govern. A teacher on sabbatical leave shall advance on the salary schedule as if regularly employed and shall receive the same fringe benefits as teachers employed full-time.

ARTICLE XI  
STUDENT DISCIPLINE

A. Teacher - Administrator Planning

1. a. During the first thirty (30) calendar days of the school term, the faculty and building administrator shall meet to review school rules and disciplinary procedures. At the request of the Association or of a majority of the attending teachers, such review shall be advanced to be the first or other item of the agenda.
- b. A late winter-early spring faculty meeting shall consider problems, progress and procedures to deal with scheduling, supervision, lunch duties and other related issues. The Association building representative may suggest specific agenda items for such meeting. Nothing herein shall preclude the Association's Executive Board and the Board of Education or its designee from mutually agreeing to forego such faculty meeting.

B. Student Disciplinary Procedures

1. A teacher may temporarily exclude a pupil from a class when, in the opinion of the teacher or teacher associate, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable, and provided the teacher or teacher associate and building administrator shall adhere to established building/district disciplinary procedures.
2. When a pupil receives disciplinary consequences from an administrator, the teacher shall be informed of the specific terms and consequences.
3. Providing the consequences are not classified as privileged and confidential by an administrator, the teacher shall inform the teacher associate(s) with whom that teacher works on a regular assignment basis of any consequences for a student in a classroom where the associate has regular duties.
4. Teacher associates have the authority to maintain order and safety in accordance with the procedures established to promote a sound educational environment in the schools.

ARTICLE XII  
COMMITTEES

- A. District/Building Committees: Committee participation shall be voluntary provided the Board shall have the right to assign teachers to a committee to ensure appropriate participation of specific groups of faculty at grade level, curriculum area, or in building, provided the Board shall use its best efforts to assign teachers to only one major committee.
  
- B. Concerns Committee: Following an effort to discuss the concerns with the building level administrator, and upon advance written request of the Association President or designee, the Superintendent shall meet with a committee of the Association, not to exceed four (4) in number, to review matters outside the scope of this Agreement. The Superintendent or designee shall not be obligated to attend more than six (6) such meetings per school year and each meeting shall be scheduled in advance at least three (3) school days prior to the proposed day of the meeting, and such meeting shall be subject to the reasonable availability of the parties. Notice of meeting shall also include a written agenda in sufficient detail as to permit the Superintendent or designee to adequately prepare for such meeting. There shall be no requirement to conduct such meetings during the time when students are present. After each such meeting a report on the agenda items discussed shall be jointly drawn up and sent to the Board of Education after being signed by the Superintendent and Association President. If the parties cannot mutually agree on any or all of such report, then each shall submit a separate signed report.

## ARTICLE XIII CLASS SIZE

While educational research has not yet clearly defined optimum class size, and while financial or other constraints may affect class size and teacher-student ratios, the Board acknowledges the desirability of monitoring reasonable class sizes and student load (i.e., the total number of students taught by a teacher during the course of a school day).

If the Association considers any class size or student load to be unreasonable, upon written advance request of at least three (3) working days to the Superintendent, the Superintendent or designee shall meet with a teacher representative of the Association to discuss such assertion and to consider any remedies which the representative shall advance. Additionally, if the finances of the District require class size or student load to increase to a level that the Association considers unreasonable, the Association shall have the right to meet with the Board or its designated representative to discuss alternative cost saving methods or staffing patterns that would have a lesser impact on student loads.

ARTICLE XIV  
DISTRIBUTION OF FINAL AGREEMENT

The final agreement shall be prepared and posted on the district Intranet promptly following ratification by the parties. There shall be two (2) signed copies of any Final Agreement. One (1) signed copy shall be retained by the Board, and one (1) signed copy shall be retained by the Association President.

A copy of this Agreement shall be included in the information packet provided to each new employee at the time of his/her hiring unless the employee opts to access the contract electronically. The Board shall also offer an opportunity for the new employee to discuss health benefits with the Business Manager or his/her designee.

ARTICLE XV  
COMPENSATION

A. Salary Schedules

The salary to be paid to teachers for the 2021-2022, 2022-2023 and 2023-2024 school terms shall be in accordance with the Compensation Schedule as set forth in Appendix A hereof. The salary to be paid to teacher associates for the 2021-2022, 2022-2023 and 2023-2024 school terms shall be in accordance with the Compensation Schedule as set forth in Appendix B hereof.

B. Vertical Advancement – Remediation

If a teacher receives a summative evaluation of "Remediation," the teacher shall not advance vertically on the salary schedule during the year of remediation.

C. Extra Duty Stipends

The extra-curricular schedule shall be as set forth in Appendix C hereof.

D. Horizontal Movement and Tuition Reimbursement

1. Horizontal Movement

Qualifications for horizontal movement on the compensation schedules shall require the prior approval of the Superintendent. He/She shall approve graduate courses in the teacher's instructional area and graduate education courses to be taken in fully accredited institutions of higher learning. Where appropriate, advancement on the compensation schedule shall occur upon the teacher's furnishing evidence by appropriate transcript of satisfactorily completing such course, such to be filed by January 15 and the first day of the school year. January 15 and the first day of the school year shall also be the effective dates for such advancement.

2. Tuition Reimbursement

Subject to the standard for approval and transcript requirement set forth in D.1. above, teachers and teacher associates who satisfactorily complete graduate courses at institutions of higher learning approved by the Board shall be reimbursed therefor at the rate of up to \$300 per credit hour, to an individual yearly maximum reimbursement of \$4,200, provided that the total cost of this program to the Board shall not

exceed \$80,000 per year. January 15 and the first day of the school year shall also be the dates by which requests for tuition reimbursement are due. For teacher associates, the aforementioned right of reimbursement shall only apply to those teacher associates who have been approved for coursework and begun their second year of employment as a teacher associate at Glencoe School District No. 35.

The one-year tuition reimbursement cycle begins on the first day of the school year and ends on the day immediately preceding the first day of the following school year. In any year of this Agreement in which the \$80,000 is depleted, the parties hereby agree to reopen negotiation of this section of this Agreement.

Any teacher or teacher associate who resigns from employment with the District or is dismissed for reasons other than reduction in force, and provided either occurs within twelve months of receiving tuition reimbursement, such teacher or teacher associate hereby agrees to repay the District all tuition reimbursement in the amount received during the twelve month period preceding the final day of employment as a result of such resignation or dismissal. [Note: In the event of the non-renewal of a non-tenured teacher, the Board shall have the right to waive repayment provided such waiver shall be non-precedential with respect to any other tuition repayment.] The teacher or teacher associate further agrees that the District may deduct such amounts from the teacher's or teacher associate's remaining wages, if any, and pursue any other available methods of collection.

#### E. Cafeteria Plan

1. 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 its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.
2. An employee may annually contribute any amount to the plan, not to exceed \$20,000 per plan year. Such contributions are to be deducted from the teacher's compensation after payment of any required contributions to the Illinois Teachers' Retirement System or Illinois Municipal Retirement Fund for teacher associates. Employees shall so allocate the amounts they desire to be deducted from among the following benefits pursuant to procedures set forth by the cafeteria plan:
  - a. Premiums for group term life insurance up to \$50,000 of coverage;
  - b. Premiums for group health, dental, vision and/or disability insurance;

- c. Reimbursement for qualified dependent care assistance as defined in Section 129(e)(1) of the Internal Revenue Code, up to \$5,000, or up to \$2,500 for a married individual filing a separate return;
  - d. Reimbursement for the cost of medical care, as defined in Section 213 of the Internal Revenue Code, to the extent not covered by insurance, and incurred during the plan year by the employee, the employee's spouse, and/or employee's dependents;
  - e. Reimbursement for dental services and procedures, including orthodontia; and
  - f. Reimbursement for ophthalmic/optometric services and procedures, including eye exams, eyeglasses and contact lenses.
3. The amounts herein allocated shall be payable periodically, upon the submission by the employee of receipts in accordance with the cafeteria plan. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the teacher or carried over to the following year.

F. Long-term Group Disability Policy

The Board shall provide a long-term group disability policy for all employees pursuant to specifications described in Appendix D.

G. New Trier Federal Credit Union

The Board shall deduct from an employee's compensation such amounts as shall be authorized in writing by him/her for transmittal to the New Trier Federal Credit Union. The cost of such deduction, if any, shall be borne by the Association or the New Trier Federal Credit Union.

H. 403b Plan

The Board shall make available to all employees a 403b plan which meets the requirements of the Internal Revenue Code. The District will assume all of the costs and fees of the Third Party Administrator for the plan. The GEA will participate with the District in the formulation and ongoing decision-making of this 403(b) plan program. GEA and Administrative representatives will meet as necessary to establish and maintain the 403(b) plan program.



I. Illinois Master Certificate Stipend

Teachers who hold a valid Illinois Master Certificate through the National Board for Professional Teaching (NBPTS) are eligible for an annual stipend of \$3,000 from the district if the following criteria are met during the school year:

- Illinois Master Certificate is valid
- Employment in the school district is full time basis
- Employment, as a teacher, is for no less than the equivalent of one-half of the school year
- A minimum of 2 professional development courses focusing upon teaching and learning are offered to district employees

J. Additional Compensation

Mileage:

Employees shall be paid the amount authorized by IRS for deduction without record justification per mile for all required mileage.

K. Board Paid Retirement Contributions By Payroll Deduction (TRS, THIS, IMRF)

1. The Board shall deduct and remit the required employee contribution as specified by the prevailing law for each teacher from such teacher's compensation due such teacher pursuant to the compensation schedules, Article XV, Section A, of this Agreement to the Illinois Teachers' Retirement System (TRS) to be applied for the retirement account of such teacher and from such teacher's compensation to the Teachers' Health Insurance Security Fund (THIS). The teacher has no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. With respect to teacher associates, the Board shall deduct and remit the required employee contribution as specified by the prevailing law from such teacher associate's compensation due such teacher associate pursuant to the compensation schedules, Article XV, Section A, of this Agreement to the Illinois Municipal Retirement Fund (IMRF) to be applied for the retirement account of such teacher associate. The teacher associate has no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Illinois Municipal Retirement Fund.
2. The balance of the amount due each teacher, or teacher associate, pursuant to the applicable compensation schedule, shall be payable to the teacher, or teacher associate, as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom

all monies as required by law or as authorized by the teacher, or teacher associate, pursuant to this agreement. Such withholding shall include any and all additional amounts requested to be paid to the Illinois Teachers' Retirement System, or the Illinois Municipal Retirement Fund, for the account of such teacher, or teacher associate, whichever is applicable.

3. In the event the Internal Revenue Service or a court shall indicate any or all of the amounts paid to the Illinois Teachers' Retirement System, the Teachers' Health Insurance Security Fund, or the Illinois Municipal Retirement Fund, are not properly excludable from the gross income of the teacher, or teacher associate, for taxation purposes, the Board will commence to withhold Federal and State income taxes on that portion of the teachers', or teacher associates', income which has been ruled excludable from his/her gross income.
4. The Association and each teacher will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Illinois Teachers' Retirement System and the Teachers' Health Insurance Security Fund pursuant to the provision of this section. No such claim, demand, action, complaint or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint or suit adversely affects the Board of Education, its members, its agents and/or its employees.
5. The Association and each teacher associate will defend, indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other liabilities by reason of faithful payment of the contributions to the Illinois Municipal Retirement Fund pursuant to the provision of this section. No such claim, demand, action, complaint or suit may be settled or compromised by the Association or any teacher associate without written consent of the Board if such claim, demand, action, complaint or suit adversely affects the Board of Education, its members, its agents and/or its employees.

L. Tuition Vouchers

The Board shall make available tuition vouchers offered by universities and colleges which place student teachers in the District. Such vouchers shall be first offered to the teachers who most recently supervised student teachers from the university or college offering such vouchers. If all vouchers are not claimed, the remaining vouchers shall be awarded on a first come, first serve basis.

M. Curriculum Work

Any employee who is selected and accepts the invitation to participate in the development of curriculum during the summer shall receive the amount listed in Appendix C. Teachers or teams of teachers who plan curriculum nights shall be entitled to a total of three (3) hours at the appropriate summer curriculum rate of pay.

N. Part-Time/Part-Year Benefits

Any employee employed less than full-time or full-year shall receive all benefits on a pro rata basis.

O. Teacher Associate Service Appreciation Pay

Effective the 2008-2009 school year, each teacher associate shall be eligible to receive teacher associate service appreciation pay in the amount of \$750 for service to Glencoe School District upon completion of consecutive years of service at intervals of 5, 10, 15, 20 and 25 years. An unpaid leave of absence of up to two (2) years duration shall not be deemed to interrupt such service, but any unpaid leave of absence for an entire school term shall not constitute a year of service. The \$750 payment shall be a one-time payment made upon completion of each five-year interval.

## ARTICLE XVI RETIREMENT

### A. Introduction

The District shall offer one retirement plan for eligible teachers and one retirement plan for teacher associates. The plan for teachers shall be a Salary Enhancement Retirement Plan for those teachers who meet the eligibility requirements of the Salary Enhancement Plan as specified below. The Board shall be required to offer the Salary Enhancement Retirement Plan during the 2021-2022, 2022-2023 and 2023-2024 years of the Agreement. The plan for teacher associates shall be a separate Teacher Associate Salary Enhancement Retirement Plan. Each plan shall be available to eligible employees to be packaged with other benefit components as expressly specified in the respective sections for each plan as appears below.

Eligibility: For purposes of this Plan, the term "Eligible Teacher" shall mean any teacher who meets each of the following requirements:

1. A teacher who has served continuously as an employee in the District for ten (10) continuous years or more prior to retirement. An unpaid leave of absence of up to two (2) years duration shall not be deemed to interrupt such service, but any unpaid leave of absence for an entire school term shall not constitute a year of service. A year of service shall be defined as any year, full-time or part-time, as long as such service meets the minimum service requirements for creditable service under either the Illinois Teachers' Retirement System (TRS) or the Illinois Municipal Retirement Fund (IMRF); and
2. A teacher who has submitted an irrevocable letter of resignation and an individual TRS report verifying the teacher's then known age, creditable service and creditable earnings to the Board of Education in a year in which this Salary Enhancement Retirement Plan is offered no later than February 15 of the school year prior to the school year during the salary enhancement plan is scheduled to commence, with said resignation to be effective at the end of the employee's final school year immediately preceding retirement; and
3. A teacher who must not have received an increase in creditable earnings of greater than 6% in any year preceding commencement of the salary enhancement plan which, if combined with the years of this plan, would have resulted in a TRS penalty to the District (so-called "look back"); and
4. A teacher who has submitted a signed promissory note (in the form appearing as Appendix E to this Agreement) wherein the teacher promises to pay back the difference between the total salary enhancements received under this plan and the actual salary the

teacher would have received in accordance with the regular salary schedule of the District if a change in the teacher's retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.

5. Salary Enhancement Election: During the 2021-2022, 2022-2023 and 2023-2024 school years, if eligible, the teacher may elect to move "off schedule" and thereby receive a salary increase equal to 106% of the teacher's prior year's total creditable earnings (less any earnings for services not rendered to the District) in lieu of the regularly scheduled total creditable earnings. The teacher may make this election for one (1), two (2), three (3), four (4), or five (5) consecutive years provided such years are immediately preceding the teacher's retirement.
6. Retiree Insurance: During each year of this Agreement, the Board shall offer a retiree insurance plan for each teacher who meets the eligibility requirements of the Salary Enhancement Retirement Plan. For each eligible teacher the Board shall contribute toward such retiree's single health insurance coverage premium for any non-District 35 plan in an amount not to exceed the highest amount charged by the Illinois Teachers' Retirement System for single coverage. The Board obligation to make such a contribution shall continue only until the retiree is Medicare eligible. In the absence of a TRS insurance program, retirees are allowed to remain in the District insurance plan, at their expense, until the retiree is Medicare eligible. The employee must be a participant in the insurance program during the final year of employment.
7. Limit on Participation: The Board limits the number of teachers who may retire under this Salary Enhancement Retirement Plan in any year to 5% of the total number of teachers in the bargaining unit to be determined annually upon the close of the February notice date specified in paragraph 2 above. When the computation of 5% of teachers results in a fractional number, the fraction shall be deemed to represent one (1) teacher. The Board reserves the right to increase the percentage of teachers who may take this Salary Enhancement Retirement Plan. The Board's exercise of the right to increase the percentage limitation shall not be deemed to act as a waiver of the 5% limitation in any other year. For purposes of the 5% limitation, the right to participate in the plan shall be allocated on the basis of seniority. Seniority shall be as defined in section 7.A.3 of this Agreement.
8. Except as otherwise provided, terms used herein shall have the same definition as that found in the Teachers' Retirement System of the State of Illinois. 40 ILCS 5/6-101 *et seq.*
9. Bridge to Benefits: The full benefits of this Salary Enhancement Retirement Plan shall be available to any eligible teacher who submits

his/her irrevocable letter of resignation during the term of this Agreement for benefits to be received within successive years immediately following receipt of said notice regardless of the fact that some or all of the benefits of this Plan may not be due and owing until after the expiration of this Agreement (e.g., an eligible teacher who submits his/her irrevocable letter of resignation during the 2022-2023 school year for the five year plan shall be eligible to receive the salary enhancement for 2023-2024 through 2027-2028)

B. Reopener

Notwithstanding Article II.A of this Agreement, the parties agree to reopen negotiations of Article XVI, upon the written request of either party, provided such request is premised on the enactment of any future revision(s) to the current TRS retirement statute or future enactment of any new TRS retirement statute(s), and further provided any such revision(s) or new statute(s) negatively impact either party to this Agreement in a quantifiable and substantive manner with respect to this retirement Article XVI. The Board and the Association shall initiate negotiations within 60 to 90 calendar days of either party's request to reopen negotiations under this Section B unless the parties mutually agree to begin earlier.

Neither party has the right to reopen negotiations of this Article XVI for any year(s) that are deemed statutorily "grandfathered" by any future revision(s) to the current TRS retirement statute or future enactment of any new TRS retirement statute(s).

If either party elects to exercise its right to reopen negotiations under this Section B, the parties are only obligated to negotiate regarding this Article XVI and the scope of such negotiations would be to develop a solution that preserves the monetary value of the salary enhancement payments and retiree insurance reimbursement payments, paid by the Board of Education, set forth in Section 5 and 6 above while also protecting the Board of Education from any new costs or penalties that were unknown at the time the parties entered into this Agreement and which resulted from future revision(s) to the current TRS retirement statute or future enactment of any new TRS retirement statute(s). This paragraph shall not be interpreted as placing an obligation on the Board of Education to preserve the monetary value of a teacher's TRS pension annuity benefits.

In the unlikely event that the parties are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the *Illinois Educational Labor Relations Act* with respect to the remaining years of the Agreement, i.e. renegotiate the final years of the Agreement.

In the event that any revision(s) to the current TRS retirement statute or enactment of any new TRS retirement statute(s) that was the cause of this Article XVI being revised due to reopener negotiations is later repealed or

rendered unenforceable by a final non-appealable judgment during the term of this Agreement, the parties agree to reopen negotiations, upon the written request of either party, for the limited purpose of reverting the “Salary Enhancement Retirement Plan for Teachers” back to the way it was prior to the legislative changes that caused any revisions.

C. Discretionary Sick Leave Gifts

To the extent permitted by TRS, the Board shall retain the right to award sick leave gifts to retiring teachers if it is determined by the Board that such gifts shall be in the best financial interest of the District. The District shall be responsible for TRS sick leave gift penalties as a result of its exercise of the right to award sick leave gifts.

D. Retirement Benefit for Long Term Teacher Associates

1. Eligibility: Long term teacher associates shall be eligible for a District retirement benefit provided the teacher associate complies with the following provisions:
  - (a) Notify the Superintendent of the desire to participate in this Retirement Plan by preliminary written notification no later than February 15 of the retirement year;
  - (b) Include with the preliminary notice a letter of resignation to become effective at the close of the school year;
  - (c) Make final written application with the Illinois Municipal Retirement Fund; and
  - (d) Have at least ten (10) years of service with Glencoe School District No. 35 at the time of retirement.
2. Retirement Benefit: Any teacher associate meeting the above conditions shall be paid, as additional salary, a retirement benefit at the time of retirement in an amount equal to one percent (1%) of the teacher associate’s last annual compensation for each year of employment with the District, not to exceed a maximum of twenty per cent (20%) per teacher associate. (For example: 120% of the final year salary.)
3. Retirement Insurance for Teacher Associates: For any teacher associate with at least ten (10) years of service with Glencoe School District No. 35, and who retires from the District, the Board shall contribute toward such retiree’s single health insurance coverage premium for any non-District 35 plan in an amount not to exceed the highest amount charged by the Illinois Teachers’ Retirement System

for single coverage. The Board obligation to make such a contribution shall continue only until the retiree is Medicare eligible. In the absence of an IMRF insurance program, teacher associates are allowed to remain in the District insurance plan, at their expense, until the retiree is Medicare eligible.



ARTICLE XVII  
JOB SHARING

A. Job Sharing Defined

Job sharing shall be defined as voluntary part-time service in which eligible teachers share a position on a regular basis.

B. Eligibility

Two teachers who have both acquired district tenure status or a tenured teacher and a probationary teacher who has completed his or her third year of probationary service with an excellent evaluation rating may request to share a position.

C. Requests for Job Sharing

Two eligible teachers may request job sharing by submitting a proposed written job share plan to the appropriate building principal by March 1 for the following school year. The job sharing plan shall include, but not be limited to, communication plans regarding academic, behavioral, emotional and social needs of individual students, division of teaching responsibilities, schedule of work hours and/or days, shared planning times, substitution procedures, attendance at meetings, institute days, in-service days, open houses, parent conferences, field trips, and other teaching responsibilities.

D. Review and Approval

Requests for job sharing must be approved by the building principal, the Superintendent and the Board of Education. The granting of job sharing shall be no longer than one school term, and the approval or denial of such shall not be precedential with respect to other teachers in subsequent years or with respect to any other teachers. The approval of any job sharing program shall be within the sole discretion of the Board. In the event that the job sharing request is denied, the teachers requesting the job share shall receive a written response from the Superintendent stating the reason for the denial.

E. Job Sharing Review

Each Teacher will submit a written report to their supervisor at the end of the school year evaluating the success of the program including recommendations for the future.

F. Failure to Complete Job Share

In the event one teacher resigns during the school term or otherwise cannot complete the job share, the other teacher may return to full-time status in order to complete the assignment. If such teacher cannot return to full-time status and a suitable and eligible teacher cannot be secured to fill the part-time opening, then the teacher shall be placed on unpaid leave for the remainder of the school term and a full time replacement secured. Nothing herein shall prohibit the Board from assigning another teacher to complete the job share.

ARTICLE XVIII  
TEACHER RESPONSIBILITIES CONCERNING  
TEACHER ASSOCIATES ASSIGNED TO THEM

A teacher's responsibilities concerning teacher associates assigned to them include the following:

- 1) In all cases where the teacher is available to interview potential teacher associate candidates, the teacher will recommend to the principal the hiring of specific teacher associates.
- 2) Recommend to the principal the assignment of duties and schedules. Duties refer to in-school assignments excluding lunch duty and before or after school duties.
- 3) Recommend to the principal an informal assessment of the performance of the teacher associate.
- 4) Paragraphs 1 through 3 above, are subject to the grievance provisions of the collective bargaining agreement.

ARTICLE XIX  
INSURANCE/FRINGE BENEFITS

The Board agrees to contribute toward the established premiums for the District's health insurance on behalf of each employee covered by the agreement who elects and is eligible for such insurance as follows:

	<u>HMO</u>	<u>PPO</u>
Employee	95%	85%
Employee + 1	70%	70%
Employee + Spouse	70%	70%
Employee + Child(ren)	70%	70%
Family	70%	70%

The District contribution will be prorated for part-time employees covered by this agreement.

Each eligible and participating employee shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

Those staff members employed by District #35 prior to the start of the 2004-2005 school year who elected to receive the cash fringe benefit of \$3,352 will continue to receive this amount until such time he/she elects to participate in the District's health insurance program.

ARTICLE XX  
DURATION OF AGREEMENT

This Agreement shall be effective as of the first teacher employment day of the 2021-2022 school term. It shall continue in effect until the day preceding the first day of the 2024-2025 school term.

GLENCOE BOARD OF EDUCATION      GLENCOE EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Co-President

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

\_\_\_\_\_  
Co-President

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

**APPENDIX A  
TEACHER SALARY SCHEDULES**

**2021-2022**

<b>Step</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>
1	\$49,508	\$50,112		\$54,433	\$55,670	\$56,908
2	\$51,241	\$51,867		\$56,338	\$57,619	\$58,899
3	\$53,034	\$53,681		\$58,310	\$59,635	\$60,960
4	\$54,890	\$55,560		\$60,352	\$61,722	\$63,094
5	\$56,811	\$57,505		\$62,463	\$63,883	\$65,302
6	\$58,800	\$59,517		\$64,649	\$66,119	\$67,589
7	\$60,858	\$61,601		\$66,912	\$68,432	\$69,954
8	\$62,988	\$63,756		\$69,253	\$70,828	\$72,402
9	\$65,192	\$65,989		\$71,678	\$73,306	\$74,936
10	\$67,475	\$68,297		\$74,186	\$75,872	\$77,559
11	\$69,837	\$70,688	\$73,243	\$76,782	\$78,528	\$80,274
12	\$72,281	\$73,162	\$75,807	\$79,470	\$81,277	\$83,083
13	\$74,810	\$75,722	\$78,460	\$82,252	\$84,121	\$85,991
14	\$77,429	\$78,372	\$81,205	\$85,130	\$87,065	\$89,001
15	\$80,138	\$81,116	\$84,048	\$88,111	\$90,112	\$92,116
16	\$82,943	\$83,955	\$86,990	\$91,194	\$93,267	\$95,340
17	\$85,846	\$86,893	\$90,033	\$94,385	\$96,531	\$98,676
18	\$88,851	\$89,935	\$93,185	\$97,690	\$99,909	\$102,129
19	\$91,960	\$93,082	\$96,447	\$101,109	\$103,407	\$105,705
20	\$95,180	\$96,341	\$99,823	\$104,647	\$107,026	\$109,405
21	\$98,510	\$99,712	\$103,316	\$108,311	\$110,771	\$113,233
22	\$101,959	\$103,201	\$106,933	\$112,101	\$114,648	\$117,197
23	\$105,528	\$106,815	\$110,675	\$116,025	\$118,662	\$121,298
24	\$109,221	\$110,553	\$114,548	\$120,086	\$122,814	\$125,543
25	\$113,043	\$114,421	\$118,558	\$124,287	\$127,114	\$129,937

See page 73 for information regarding Bachelor Lane Limitations.

Teachers who are beyond Step 25, off-schedule, receive an annual increase of the Tax Cap CPI at no less than 2.5% and no higher than 4.0% of the previous year's base salary.

In addition to the salary paid above, the Board agrees to contribute toward the established premiums for the District's health insurance on behalf of each employee who elects and is eligible for such insurance as follows:

	<u>HMO</u>	<u>PPO</u>
Employee	95%	85%
Employee + 1	70%	70%
Employee + Spouse	70%	70%
Employee + Child(ren)	70%	70%
Family	70%	70%

Each eligible and participating employee shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

Those staff members employed by District #35 prior to the start of the 2004-2005 school year who elected to receive the cash fringe benefit of \$3,352 will continue to receive this amount until such time he/she elects to participate in the District's health insurance program.

**2022-2023**

<b>Steps</b>	<b>BA - 0</b>	<b>BA - 15</b>	<b>BA - 30</b>	<b>MA - 0</b>	<b>MA - 15</b>	<b>MA - 30</b>
1	\$50,003	\$50,613		\$54,977	\$56,226	\$57,477
2	\$51,754	\$52,386		\$56,901	\$58,195	\$59,488
3	\$53,564	\$54,218		\$58,893	\$60,232	\$61,569
4	\$55,439	\$56,116		\$60,955	\$62,339	\$63,725
5	\$57,380	\$58,080		\$63,087	\$64,522	\$65,955
6	\$59,388	\$60,112		\$65,295	\$66,780	\$68,265
7	\$61,467	\$62,217		\$67,581	\$69,116	\$70,654
8	\$63,617	\$64,394		\$69,946	\$71,536	\$73,126
9	\$65,844	\$66,648		\$72,395	\$74,040	\$75,685
10	\$68,150	\$68,980		\$74,928	\$76,631	\$78,334
11	\$70,536	\$71,395	\$73,975	\$77,550	\$79,313	\$81,077
12	\$73,003	\$73,894	\$76,565	\$80,265	\$82,090	\$83,914
13	\$75,558	\$76,480	\$79,244	\$83,074	\$84,962	\$86,851
14	\$78,203	\$79,156	\$82,017	\$85,982	\$87,936	\$89,891
15	\$80,939	\$81,928	\$84,888	\$88,992	\$91,013	\$93,037
16	\$83,772	\$84,794	\$87,859	\$92,106	\$94,200	\$96,293
17	\$86,704	\$87,762	\$90,934	\$95,329	\$97,496	\$99,662
18	\$89,740	\$90,834	\$94,117	\$98,667	\$100,908	\$103,151
19	\$92,880	\$94,013	\$97,411	\$102,120	\$104,441	\$106,762
20	\$96,132	\$97,304	\$100,821	\$105,694	\$108,096	\$110,499
21	\$99,496	\$100,710	\$104,349	\$109,394	\$111,878	\$114,365
22	\$102,978	\$104,233	\$108,002	\$113,222	\$115,794	\$118,369
23	\$106,583	\$107,883	\$111,782	\$117,185	\$119,848	\$122,511
24	\$110,313	\$111,659	\$115,694	\$121,286	\$124,042	\$126,798
25	\$114,174	\$115,566	\$119,743	\$125,530	\$128,385	\$131,237

See page 73 for information regarding Bachelor Lane Limitations.

Teachers who are beyond Step 25, off-schedule, receive an annual increase of the Tax Cap CPI at no less than 2.5% and no higher than 4.0% of the previous year's base salary.

In addition to the salary paid above, the Board agrees to contribute toward the established premiums for the District's health insurance on behalf of each employee who elects and is eligible for such insurance as follows:

	<u>HMO</u>	<u>PPO</u>
Employee	95%	85%
Employee + 1	70%	70%
Employee + Spouse	70%	70%
Employee + Child(ren)	70%	70%
Family	70%	70%

Each eligible and participating employee shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

Those staff members employed by District #35 prior to the start of the 2004-2005 school year who elected to receive the cash fringe benefit of \$3,352 will continue to receive this amount until such time he/she elects to participate in the District's health insurance program.

**2023-2024**

<b>Steps</b>	<b>BA - 0</b>	<b>BA - 15</b>	<b>BA - 30</b>	<b>MA - 0</b>	<b>MA - 15</b>	<b>MA - 30</b>
<b>1</b>	\$50,503	\$51,119		\$55,527	\$56,789	\$58,052
<b>2</b>	\$52,271	\$52,909		\$57,470	\$58,777	\$60,083
<b>3</b>	\$54,100	\$54,760		\$59,482	\$60,834	\$62,185
<b>4</b>	\$55,993	\$56,677		\$61,565	\$62,963	\$64,362
<b>5</b>	\$57,953	\$58,661		\$63,718	\$65,167	\$66,614
<b>6</b>	\$59,982	\$60,714		\$65,948	\$67,448	\$68,947
<b>7</b>	\$62,081	\$62,839		\$68,257	\$69,807	\$71,360
<b>8</b>	\$64,254	\$65,038		\$70,645	\$72,252	\$73,857
<b>9</b>	\$66,503	\$67,315		\$73,119	\$74,780	\$76,442
<b>10</b>	\$68,831	\$69,670		\$75,677	\$77,397	\$79,118
<b>11</b>	\$71,241	\$72,109	\$74,715	\$78,325	\$80,106	\$81,888
<b>12</b>	\$73,733	\$74,633	\$77,330	\$81,068	\$82,911	\$84,753
<b>13</b>	\$76,314	\$77,244	\$80,037	\$83,905	\$85,812	\$87,719
<b>14</b>	\$78,985	\$79,948	\$82,837	\$86,841	\$88,815	\$90,790
<b>15</b>	\$81,748	\$82,747	\$85,737	\$89,882	\$91,923	\$93,967
<b>16</b>	\$84,610	\$85,642	\$88,738	\$93,027	\$95,142	\$97,256
<b>17</b>	\$87,571	\$88,640	\$91,843	\$96,282	\$98,471	\$100,659
<b>18</b>	\$90,637	\$91,743	\$95,058	\$99,654	\$101,917	\$104,182
<b>19</b>	\$93,809	\$94,953	\$98,385	\$103,141	\$105,485	\$107,829
<b>20</b>	\$97,093	\$98,277	\$101,829	\$106,750	\$109,177	\$111,604
<b>21</b>	\$100,490	\$101,717	\$105,393	\$110,488	\$112,997	\$115,508
<b>22</b>	\$104,008	\$105,276	\$109,082	\$114,354	\$116,952	\$119,553
<b>23</b>	\$107,649	\$108,962	\$112,900	\$118,357	\$121,047	\$123,737
<b>24</b>	\$111,416	\$112,775	\$116,851	\$122,499	\$125,283	\$128,066
<b>25</b>	\$115,315	\$116,721	\$120,941	\$126,786	\$129,669	\$132,549

See page 73 for information regarding Bachelor Lane Limitations.

Teachers who are beyond Step 25, off-schedule, receive an annual increase of the Tax Cap CPI at no less than 2.5% and no higher than 4.0% of the previous year's base salary.

In addition to the salary paid above, the Board agrees to contribute toward the established premiums for the District's health insurance on behalf of each employee who elects and is eligible for such insurance as follows:

	<u>HMO</u>	<u>PPO</u>
Employee	95%	85%
Employee + 1	70%	70%
Employee + Spouse	70%	70%
Employee + Child(ren)	70%	70%
Family	70%	70%

Each eligible and participating employee shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

Those staff members employed by District #35 prior to the start of the 2004-2005 school year who elected to receive the cash fringe benefit of \$3,352 will continue to receive this amount until such time he/she elects to participate in the District's health insurance program.



Annual Step Movement:

Teachers who are eligible for step movement will move one (1) step on the schedule each year of this Agreement, unless provided otherwise in this Agreement.

Example: Someone on Step Seven (7) in 2021-2022 would move to Step Eight (8) in 2022-2023.

Teachers who are beyond Step 25, off-schedule, receive an annual increase of the Tax Cap CPI at no less than 2.5% and no higher than 4.0% above the previous year's base salary.

Bachelor Lanes Step Movement Limitation:

Only those teachers placed on Step Five (5) or greater on the BA, BA+15 or BA+30 lanes of the Salary Schedule as of 1996-97 and who were regularly employed as a teacher by the District during 1995-96 may advance vertically beyond Step 13 of any such BA salary lanes. Any teacher so restricted (i.e., not able to advance vertically beyond Step 13 in a Bachelor's lane) who subsequently qualifies for placement on any MA salary lane shall be placed on Step 14 of the appropriate MA lane at the time they otherwise qualify for vertical advancement on the Salary Schedule and thereafter shall appropriately vertically advance on the Salary Schedule as they qualify therefore.

BA+30 Lane Movement Limitation

Teachers on the BA+15 lane the first day of the 2004-2005 school year were eligible, until October 15, 2007, to move to the BA+30 lane. Teachers who were on the BA+30 lane on the first day of the 2004-2005 school year may remain on such lane. No other teachers were allowed placement on the BA+30 lane.

APPENDIX B  
TEACHER ASSOCIATE SALARY SCHEDULES  
Hourly Rate

<b>Steps</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
1	\$18.04	\$18.08	\$18.13
2	\$18.72	\$18.76	\$18.81
3	\$19.36	\$19.41	\$19.46
4	\$20.22	\$20.27	\$20.32
5	\$21.12	\$21.17	\$21.23
6	\$22.06	\$22.11	\$22.17
7	\$23.09	\$23.15	\$23.21
8	\$24.11	\$24.17	\$24.23
9	\$25.19	\$25.25	\$25.32
10	\$26.30	\$26.37	\$26.43
11	\$27.52	\$27.59	\$27.66
12	\$28.75	\$28.82	\$28.89
13	\$30.03	\$30.10	\$30.18
14	\$31.41	\$31.49	\$31.57
15	\$32.81	\$32.89	\$32.97
16	\$34.27	\$34.36	\$34.44
17	\$35.84	\$35.93	\$36.02
18	\$37.43	\$37.53	\$37.62
19	\$39.14	\$39.24	\$39.33
20	\$40.89	\$40.99	\$41.09

In addition to the salary paid above, the Board agrees to contribute toward the established premiums for the District's health insurance on behalf of each employee who elects and is eligible for such insurance as follows:

	<u>HMO</u>	<u>PPO</u>
Employee	95%	85%
Employee + 1	70%	70%
Employee + Spouse	70%	70%
Employee + Child(ren)	70%	70%
Family	70%	70%

The District contribution will be prorated for part-time employees covered by this agreement.

Each eligible and participating employee shall be responsible for paying any remaining percentage toward such premiums on a timely basis as reasonably established by the District.

Those staff members employed by District #35 prior to the start of the 2004-2005 school year who elected to receive the cash fringe benefit of \$3,352 will continue to receive this amount until such time he/she elects to participate in the District's health insurance program.

After completion of five (5) years of service, ten (10) years of service, fifteen (15) years of service twenty (20) years of service, and twenty five (25) years of service a teacher associate shall receive a one-time longevity stipend of \$750. Said stipend shall be non-cumulative.

**APPENDIX C  
EXTRA-CURRICULAR ACTIVITY SCHEDULE**

<b>Activity</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Basketball	\$4,761.97	\$4,928.64	\$5,101.14
Volleyball	\$2,945.22	\$3,048.30	\$3,154.99
Soccer	\$2,945.22	\$3,048.30	\$3,154.99
Cross Country	\$2,945.22	\$3,048.30	\$3,154.99
Track	\$2,265.13	\$2,344.41	\$2,426.46
Intramurals - per session	\$45.38	\$46.97	\$48.62
Sports Coordinator	\$3,628.03	\$3,755.01	\$3,886.43
Crowd Control - per hour	\$45.38	\$46.97	\$48.62
Sponsor	\$4,772.00	\$4,867.44	\$4,964.79
Assistant	\$3,380.91	\$3,448.53	\$3,517.50
Music Ensembles (AM/PM) Solo/Ensemble Contest - per session	\$42.81	\$43.67	\$44.54
Grader - per hour	\$18.88	\$19.26	\$19.64
Hall Duty - per day	\$19.14	\$19.52	\$19.91
Detention - per period	\$27.09	\$27.63	\$28.19
Lunch Duty - per period	\$27.09	\$27.63	\$28.19
Additional Evening Events	\$85.00	\$85.00	\$85.00
Bus Duty	\$23.33	\$23.79	\$24.27
Summer Curriculum	\$43.72	\$44.59	\$45.48
Summer School Teacher - per one hour	\$936.95	\$955.69	\$974.80
Summer School Director	\$6,220.00	\$6,220.00	\$6,220.00
Additional Associate Responsibility - per full day	\$57.82	\$58.98	\$60.16
Internal Sub Rate of Pay - per period/hour (MA Step 1 hourly)	\$41.48	\$42.31	\$43.16
Glencoe U (Participant)	\$20.57	\$20.98	\$21.40
Glencoe U (Instructor)	\$31.50	\$32.13	\$32.77
Explorations - per session	\$45.38	\$46.97	\$48.62
Classroom Move at District Request	\$200.00	\$200.00	\$200.00

- Additional Event: Parent Education Nights, Family Night, etc. (two [2]-hour event - time beyond two [2] hours will be prorated and paid in fifteen [15]-minute increments).
- T.A. additional events at the individual's current hourly rate of pay, unless asked to serve in the role of a teacher - then at the Additional Event rate of pay.
- Exploratory Session: No less than forty-five [45] minutes/one [1] period.
- Grader: Intended for 7th and 8th grade language arts teachers. Building Principal receives the work to be graded and assigns it to one [1] of the individuals on the graders list.
- Additional Hours for Interview Teams, Field Trips after school hours, etc. at the Summer Curriculum rate of pay per hour.
- T.A. work during summer at the Summer Curriculum rate of pay.
- Mileage will be paid at the most recent IRS rate.

APPENDIX D  
LONG TERM DISABILITY  
Schedule of Benefits

**Eligibility**

Eligible Classes:	Each active full-time employee of the policyholder or an associated company, working in the United States of America, except any temporary or seasonal workers. Full-time means working at least 30 hours per week.
Description:	ILTRS-ILMRF
Employee Contributions:	Non-Contributory
Participation Requirement:	100%

**Benefit Schedule**

Schedule Amount:	60.00% of covered earnings
Maximum Benefit:	\$5,000
Qualifying Period:	3 months or the end of the accumulated sick leave
Duration of Benefit: Accident/Sickness	Social Security Normal Retirement Age/ADEA
Benefit Integration:	70% All Sources
Dual Definition of Disability: Own Occupation/Earnings Test	SSNRA/80% Indexed
Pre-Existing Limitation: At Issue:	No Limitations
New Entrants:	No Limitations
Survivor Benefit:	3 Months

## Plan Highlights

- Guarantee Issue up to \$5,000
- Rate Guarantee: 24 months
- 100% Return to Work Incentive Benefit for the first 12 months of disability – 70% indirect offset of Return to Work earnings
- Total disability never required
- Pre-disability earnings indexed at 7.5%
- Child Care Expense Credit to Return to Work Earnings
- Social Security Assistance Program
- No offsets for: Individual, Franchise or Wholesale Disability Plans; Profit-Sharing Plans; Thrift Plans; 401(K) Plans; IRA's; Tax-Sheltered Annuities; Stock Ownership Plans; Deferred Compensation Plans
- \$100 minimum monthly benefit
- 2 year out-of-hospital benefits for mental/nervous and substance abuse disabilities.
- Maternity covered as any other disability
- Conversion privilege to \$1,000
- Pooled
- Home Office Administered
- Earnings Definition:  
  
Basic pay 40 hour week, plus monthly average of prior calendar year commissions where applicable; monthly average of prior calendar year draw or salary for proprietors; ordinary income K-1 for partners.

---

GEA Co-President

---

Board President

---

GEA Co-President

APPENDIX E  
SALARY ENHANCEMENT RETIREMENT PLAN

**Promissory Note**

Employee Name:

Date:

I have requested to participate in the Salary Enhancement Retirement Plan as outlined in Article XVI, of the 2021-2024 Collective Bargaining Agreement.

As a condition of participation in this Plan, I understand that I must meet all of the requirements of Article XVI, which include among them the following pertinent part:

*A teacher who has submitted a signed promissory note (in the form appearing as Appendix E to this Agreement) wherein the teacher promises to pay back the difference between the total salary enhancements received under this plan and the actual salary the teacher would have received in accordance with the regular salary schedule of the District if a change in the teacher's retirement date results in any TRS penalty to the District. The Board reserves the right to waive this provision on a non-precedential basis.*

In the event that I decide to retire earlier than indicated in my initial notice of retirement, I understand that I must reimburse the District for any retirement salary enhancements the District paid if my decision to retire early will cause the District to pay an "excess salary contribution" to TRS. If my early retirement causes the District to pay an "excess salary contribution", I will repay to the District an amount equal to the difference between the retirement salary enhancement and my ordinary, creditable earnings had I not participated in the Salary Enhancement Retirement Plan. Such repayment shall be made by equal payroll deductions for the remainder of the school year in which I notify the Board of Education of my inability to fulfill the terms of the agreement. In the event that there are no remaining payroll checks due to me, any amount due to the Board of Education will be repaid over a time period established by the Board of Education.

I agree that should I default in the above referenced payment, I hereby waive any notice of default and service of process and confess to a judgment that may be entered against me in a court of competent jurisdiction. I further agree that in the event of a

default of this Promissory Note I will pay all costs and fees incurred by the Board of Education of Glencoe School District No. 35 in collecting the balance due.

By signing this agreement, I agree to the terms stated above. Failure to return this agreement will negate my request for participation in the Salary Enhancement Retirement Plan.

I freely consent to the terms of this Agreement.

\_\_\_\_\_

Name

\_\_\_\_\_

Date

## NON-CONTRACTUAL LETTERS OF UNDERSTANDING

### EXHIBIT A PARENT/STUDENT HANDBOOK

The Parent/Student Handbook will be revised yearly.

Two staff members will be offered summer curriculum hours to review draft copy of the Parent/Student Handbook.

A common interest is updating the Parent/Student Handbook and making it available on the district web site available no later than the first "Go-to-School" Night.

### EXHIBIT B SUMMER SCHOOL

If a vacancy occurs, all association members have the opportunity to apply and be considered for the position of summer school director.

There will be one work day for planning and preparation between the last day of the regular school year and the first day of the summer school and extended school year sessions.

### EXHIBIT C TEACHING LOAD

The Board of Education, administration, and Glencoe Educational Association membership acknowledge that the preferred teaching load for core teachers in grades seven/eight (7/8) and modern language teachers in grades five through eight (5-8) is 5 classes and an advisory or activity class. However, the Board of Education, administration, and Glencoe Educational Association membership acknowledge that the Board of Education retains the right to require an assignment of six (6) periods with no advisory or activity class, or six (6) periods and an advisory when considering teacher licensure, enrollment, available physical space, scheduling requirements and the financial condition of the District. (Teachers with six (6) periods and an advisory will receive a Sponsor stipend as indicated in Appendix C.)



EXHIBIT D  
PROBLEM SOLVING PROCESS

The Board of Education, Administration, and Glencoe Education Association value collaboration to ensure positive relationships among all stakeholders.

Each month, two GEA Representatives at each building will meet with that building's principal and the GEA co-presidents will meet with the Superintendent. The purposes of these meetings include, but are not limited to: sharing of building concerns, sharing of staffing updates, and problem solving.

In addition, the GEA Co-presidents and Superintendent may meet, either in person or via telephone, for ongoing problem solving and sharing of staff updates.

Any discussion between the Co-presidents and Superintendent that result in a lasting change to working conditions will be memorialized by both parties in the Staff Handbook.