



AGREEMENT

BETWEEN

LEYDEN COMMUNITY HIGH SCHOOL
DISTRICT 212

AND

AMERICAN FEDERATION OF TEACHERS

AND ITS AFFILIATE

THE LEYDEN COUNCIL
OF THE
WEST SUBURBAN TEACHERS' UNION
LOCAL 571

JULY 1, 2023 THROUGH JUNE 30, 2027

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AGREEMENT

This Agreement, made and entered into this 18th day of May 2023, by and between the BOARD OF EDUCATION OF DISTRICT 212 (hereinafter called the “Board”) and the AMERICAN FEDERATION OF TEACHERS AND its affiliate the LEYDEN COUNCIL OF THE WEST SUBURBAN TEACHERS’ UNION, LOCAL 571, (hereinafter called the “Union”). This Agreement shall also be binding upon the parties’ respective successors.

WITNESSETH: SCOPE

WHEREAS, the Union represents professional teachers and has as its primary interest, the welfare of the students, quality education, and professional status;

WHEREAS, the Board pursuant to the authority and responsibilities vested in it by the state of Illinois, must retain the right effectively to conduct a responsible and efficient school system for School District 212, which at all times recognizes as paramount the interests of the students therein;

WHEREAS, it is the intention of this Agreement to provide an effective and continuing means of communication between the teachers and the Board through the Administration, as well as to provide for the salary structure, fringe benefits, and employment conditions of the teachers; and

WHEREAS, it is hoped that through this Agreement and the above-mentioned communications that significant contributions may be made in the area of student welfare and overall educational excellence;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE I – REPRESENTATION AND RECOGNITION

The Board recognizes the Union, which was certified by an election held on March 17, 1967, as the exclusive bargaining agent for full-time ISBE-licensed personnel employed by the Board of Education, but excluding administrative or supervisory personnel. Part-time ISBE-licensed personnel shall receive all protections and benefits of the Agreement except as modified by Appendix A attached hereto. Personnel covered by this Agreement shall be hereinafter referred to as “teacher” or “teachers.” Teachers include Department Chairs and other bargaining unit members with non-teaching responsibilities. The Board recognizes authorized representatives of the Union consisting of the President and Vice President of each High School, or alternates appointed by the President.

ARTICLE II – UNION SECURITY

Section 1. Union Membership

It shall not be a condition of employment for any teacher to join or maintain membership in the Union; neither shall Union officers or members intimidate or coerce teachers into joining the Union or any other teachers' organization. However, there shall be no discrimination, interference, restraint or coercion by the Board or Administration against any employee because of his/her membership in the Union.

Section 2. Dues Check-off

The Board agrees that it shall, upon written request of the teacher, withhold from the compensation of that teacher any dues payable by such teacher to the Union and, if also authorized, a contribution to the IFT/571 Committee on Political Education (COPE). The Board shall transmit such withholdings separately to the official designated, in writing, by the Union on a monthly basis. Dues shall be withheld on a monthly basis for ten (10) months in an amount which is equal to the pro-rata share of the annual dues payable to the Union. COPE deductions shall be withheld and transmitted once per school year in coordination with the Educational Support Personnel contributions. Authorized dues deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are initiated by the Union. In the event that an employee revokes his/her dues, in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window. Nothing herein shall prevent an employee from revoking the employee's written request to have dues and/or COPE fund deductions withheld from compensation. The Union agrees to refund to the employee any dues or COPE fund deductions which may have erroneously been deducted or remitted to the Union and the employee and the Union shall have no claim against the Board.

Section 3. Indemnification

The Union agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the Board as a result of any action taken or not taken by the Board pursuant to any written communication from the Union under the provisions of Article II, Section 2.

ARTICLE III – BOARD RIGHTS

It is recognized that, except as stated herein, the Board shall retain whatever rights and authority are necessary for it to carry out effectively functions under the laws of the state of Illinois, which shall include, but not be limited to, all rights exercised by the Board prior to inception of this Agreement. The Board now has in existence and may revise from time to time a manual of policy for its teachers. Nothing in this Agreement shall deprive the Board of its responsibilities delegated to it by the laws of the state of Illinois. The Board shall not discharge its responsibility to any individual or group of individuals and, therefore, its decision shall become final upon any subject under its jurisdiction.

Among the rights retained in this Agreement is the Board's right to manage the working forces covered herein; the right to hire, assign, transfer, discharge for proper cause, promote, demote, or lay off; the right to determine the educational policies of the School District; and the right to determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the Board by law.

ARTICLE IV – WORKING SCHEDULE

Section 1. School Calendar

The school calendar is configured as follows:

176	Student Contact Days
4	Institute Days
	Four (4) full work days
<u>5</u>	Emergency Days (to be deducted by Board after any threat of school closing has passed)
185	

Section 2. Compensation For Extra Days

A teacher's salary will be increased by 1/180 for each additional day beyond those specified in Article IV Section 1.

Section 3. School Day

The Board and Union agree that all teachers of Leyden High School District 212 will work on an agreed bell schedule. Teachers are expected to be on duty each school day for a period of eight (8) hours, including at least a 30-minute lunch period, with the exception of the day before a holiday, and whenever students are dismissed because of inclement weather or emergency, when it will be permissible to leave 10 minutes after student dismissal.

During the last week of first semester, two days will be considered early release days. The students will be dismissed at 11:30 a.m. and the teachers shall be present for ten (10) minutes following the last class period of the day. During the last week of second semester, two days will be considered early release days for the students. The students will be dismissed at 11:30 a.m. One of the early release days will be dedicated to the End of the Year/Retiree Recognition Program and teachers will remain until 3:25 p.m. On the other early release day, the teachers shall be present for ten (10) minutes following the last class period of the day.

Teachers are expected to be on duty each day from 7:25 a.m. until 3:10 p.m. (leaving fifteen minutes before the end of the regular work day). If a teacher is absent for a full day, 8 hours will be deducted for sick/personal business time. If a teacher is absent for a partial day which includes the end of the day, the fifteen minutes must be included in the deduction for sick/personal business time.

Teaching duties during the school day include the following:

1) Formal Teaching Assignments

Five classes are considered the normal teaching load. In case a teacher has an additional assignment, extra pay will be earned according to Article IV, Section 3.5. However, a study hall may be assigned to replace one of the five classes. One assignment other than study hall may replace a regular class. The assignment will rotate on a yearly basis unless there is the consent of the instructor. In the Spring, within two weeks after schedules have been finalized, the Superintendent and Union President will review any serious concern about these non-teaching assignments. Notwithstanding, changes may be required during the year. If reasonably possible, all teachers will be given written notice of their course assignments for the forthcoming year before the end of the school term. In the event that changes in such

assignments are made, a reasonable effort to notify the affected teacher(s) and the Union President will be made via phone. If phone contact is not made, notification shall be sent to the teacher and Union President's school email address and/or via U.S. mail, as soon as possible before the start of the new school term. If a course is assigned to a teacher fewer than 3 weeks from the beginning of the course and the teacher has not taught the course within the last two years, the teacher will be compensated 10 hours at the summer curriculum rate to prepare for the course. Winter break shall not be counted as part of the three weeks.

2) Preparation Time

Teachers must have preparation time of no less than one full academic period per day. In exceptional cases, where this is not possible, the teacher shall be paid the substitution rate. However, no exception to the block of preparation time can be made for non-tenured teachers, unless approved by the department chairperson. Department chairs may not require teachers to attend meetings that would cause them to lose this block of preparation time on days where a teacher's second block of preparation time is being used for schoolwide service or an IEP meeting.

3) Duty-Free Lunch Time

Teachers will be provided with at least 30 minutes consecutive duty-free lunch time, all of which shall be within the normal time of the building cafeteria. The 30 minutes shall include either the beginning or ending passing period, but not both.

4) Professional Duties

Teachers, as part of the school's task force, will be assigned by the Principal to work with students in the following ways: All teachers, except faculty in Student Services, Student Supports, Traveling Teachers, Eagle Time Coordinators, and Department Chairs shall be available for assignment of up to 45 minutes per week to be assigned during periods 1 through 10. Assignments may include academic assistance for individual and/or small groups of students, reading and/or timing tests, and supervision. Academic assistance and/or supervision may occur in the Math Center, Writing Center, Media Center, Study Hall/Testing Center, or Online Credit Recovery classroom. These areas will have personnel who are in charge, and the teachers reporting for their 45-minute assignment will not manage these areas.

In the interest of maintaining an orderly atmosphere in the school, teachers will make every effort to assist security staff to supervise the students in the building during passing periods.

a) Board-Administration Support

It is agreed that the Board of Education has a moral obligation to support the faculty in suits if they are the target of assault, assault and battery and/or aggravated assault arising from the above listed supervision.

b) Parental Contact

We believe that our collective commitment to student success stems from the partnership between our school community and our families. To facilitate communication, teachers will keep parents informed of their student's progress via progress reports, report cards, parent conferences and by posted grades via an electronic student management system. Teachers will contact parents of students with a failing grade no later than five school days after the second progress report each semester. Every reasonable effort will be made to

keep grades up to date, at minimum, on a biweekly basis to accurately represent the students' grades as a reflection of the assignments that have been submitted. The responsibility for parental contact regarding all day absences lies with the Dean's Office.

5) Overload Teaching Assignment

A complete semester overload teaching assignment, within the normal 8-hour day, shall be compensated on a prorated basis of 18% of the teacher's regular salary. A teacher shall have the right to refuse such overload assignments regardless of whether extra compensation is given or not. Any teacher accepting an overload will not be given a schoolwide service supervisory assignment. In addition, the teacher will be released from any mandatory substitution.

6) Assigned In Both Buildings

Any teacher assigned teaching duties in both buildings will not be given a schoolwide service supervisory assignment. In addition, the teacher will be released from any mandatory substitution.

7) Online Classes

Online instruction may be used to offer independent study contracts for courses that are offered during the school day, however this is at the teacher's discretion and at no time should it exceed five (5) students per teacher in a semester nor should it exceed ten (10) students per course per semester per building.

Section 4. Inservice

The time spent on various inservice projects and/or faculty meetings shall not exceed the limits set as the regular school day in Section 3 of this Article, Inservice meetings shall occur weekly. Department chairs may schedule individual curriculum time with the approval of the Assistant Superintendent of Curriculum and Instruction. Teachers are expected to be on duty at 7:25 a.m. and shall be excused no later than 30 minutes before the scheduled beginning of classes.

Section 5. Parent-Teacher Conferences

Conference sessions may be scheduled once each semester by the administration. If scheduled, evening conferences shall be no more than two and one-half hours in length, and start between the hours of 5:00-6:00 pm following a full school day. Teachers will be released at 2:40 pm on the last day of that week. Full-day conferences shall be no more than eight hours in length and begin between the hours of 12:00-1:00 pm. Full day conferences will replace a student contact day. Teachers shall remain available during conferences in an assigned area, and shall arrange appointments for the conference session. Additional conferences will be scheduled upon the request of a parent or the teacher.

Section 6. Open House

All teachers shall be present at the Open House scheduled by the Administration, on a Tuesday evening, not to exceed two hours and must conclude by 8:30 pm. Traveling teachers will attend the campus at which the majority of their assignments exist.

Section 7. Late Arrival After Parent-Teacher Conferences and Open House

On days following Parent-Teacher Conferences and Open House, teachers will be on individual time until 5 minutes prior to the first assignment (class, supervision or prep). The remainder of the school day will be operated on the inservice schedule.

Section 8. Penalty for Missing Open House and Parent-Teacher Conferences

All teachers are expected to attend Parent-Teacher Conferences, Fall Open House, and Institute Days.

Excused absences will be charged to the faculty member's sick or personal business leave as follows:

<i>Institute Day</i>	8 hours or portion thereof based on an 8 hour day
<i>Parent Teacher Conference (Full Day)</i>	8 hours or portion thereof
<i>Parent Teacher Conference (Evening)</i>	4 hours or portion thereof
<i>Open House</i>	4 hours or portion thereof

Absences that do not qualify for sick or personal business leave will be docked from the faculty member's pay as follows:

<i>Institute Day</i>	1 day's salary
<i>Parent Teacher Conference</i>	4-8 hours - 1 day's salary 1-4 hours – ½ day's salary
<i>Open House</i>	½ day's salary

Section 9. Eagle Time (Advisory, Seminars, and Student Teacher Time)

- 1) All faculty will be required to participate in an Eagle Time period, an expanded student instructional assistance program. This program is currently in development by committees composed of faculty members and administrators.

Committees designated to further develop the Eagle Time period and its programming will be subject to the following conditions and guidelines:

- At minimum, two (2) advisory program leaders per building will receive a stipend of \$2,750 and a one period release. The program leaders will not be given an Eagle Time assignment.
- Clerical support will be assigned in each building during the release period of the advisory leaders and Eagle Time to support the work of the program leaders during the Eagle Time period.

- The Eagle Time period will meet on Mondays, Tuesdays, Thursdays, and Fridays for no longer than 35 minutes. Eagle Time will not meet on Wednesdays in order to allow for Inservice time while maximizing the length of class periods.
- Generally, direct advisory and seminar responsibilities will occur two days per week.
- Students will be equitably distributed between advisory groups unless exceptions are made by the work of the committees. A parity number of 23 will be applied to the advisory periods.
- Faculty members may apply for consideration for being a seminar instructor, rather than an advisor. The size of seminar groups will vary based on the needs and priorities of the particular seminar. A parity number of 15 will be applied to any seminars expected to conduct weekly progress monitoring. Those serving as seminar instructors will be selected the prior year and will re-apply on an annual basis to serve as a seminar instructor.
- If there are not enough faculty members interested in serving as seminar instructors, the union and administration will work collaboratively to identify the appropriate faculty members to serve as seminar instructors. No faculty member will be required to serve as a seminar instructor in consecutive years.
- Eagle Time curricula will be packaged for immediate delivery, by either an existing staff member or substitute/guest teacher. Curricula will be made available to the instructors at least two weeks prior to the days specific lessons are to be delivered. Announcements and information dissemination are not considered curricula. Faculty serving as advisors will not be required to make copies, curate content, or maintain an electronic gradebook.
- Teachers may be asked to attend meetings/sessions regarding Eagle Time or Seminar on Institute Days or once monthly during contractual time. Regular operation of Advisory/Seminar will not require meetings outside of contractual time.
- Upperclass students will continue to have the opportunity to provide mentorship and build leadership skills within the freshman Eagle Time periods.
- Monitoring attendance and supervision of students will be subject to program design, committee work, and student safety.
- All committees considering the development of Eagle Time will include the Union President or his/her designee.
- For any faculty involved in this program not defined as an Advisor or Seminar Instructor, a scope and sequence of curriculum to be delivered approximately 50% of available Advisory/Seminar periods over the course of the year will be created by the committees.

- Although Eagle Time involves professional responsibilities that may be considered in the evaluation process, no formal classroom observations of faculty shall take place during Eagle Time. Counselors, social workers, and MTSS Coordinators can be evaluated formally during Eagle Time if applicable.

Student/teacher time will take place from 2:40 p.m. until 3:10 p.m. During student/teacher time, faculty members will report to and remain at their posted locations and be available to students. Athletic coaches in season will be allowed to end STT at 2:55 pm to allow them to prepare for practice and/or competition.

Section 10. Special Education Advisory Committee

The Special Education Advisory Committee will be composed of the Assistant Superintendent of Student Services, two (2) Principals or designees, the Union President or designee, and two (2) special education teachers chosen by the Union President (one from each campus). The Special Education Advisory Committee will meet at minimum twice per school year to discuss district practices related to caseload, IEP practices, and other items related to the delivery of Special Education Services.

ARTICLE V – CONDITIONS OF EMPLOYMENT

Section 1. Furnishing Teaching Aids

The Board will continue its present practice of furnishing such teaching tools or devices and other equipment as is presently being furnished and it shall be the prerogative of the Board to approve what is necessary to continue a satisfactory teaching situation, as determined and recommended to the Board by the faculty and Administration.

Section 2. Meetings with Administration

The Board of Education in recognition of the faculty as professional educators and as an integral part of the school system will continue to seek ways of involving them in decision making. The advice and opinion of the faculty will be sought as significant change is contemplated. At the request of either party, the Superintendent (and whatever other persons the Superintendent deems necessary) shall meet at least once a month with three (3) representatives of the Union, to discuss matters relating to the implementation of this Agreement. The Principal or his/her designated representative of each school shall meet with the building representative at the request of either the Principal or the building representative, but not more often than twice monthly. Policies, procedures and educational welfare of the students may be subjects for discussion at such meetings. Such meetings are to be held at a time convenient to both parties. This section does not prohibit administrator-called meetings with any or all teachers, Union or nonunion, at any time or for any purpose appropriate to the operation and the good of the school. Except for emergencies, such meetings shall occur during the normal workday for teachers, as defined elsewhere in this Agreement.

Section 3. Reporting to Work

Teachers shall report directly to their initial work location or working area on their own time at their own expense.

Section 4. Classroom Interruptions

Classroom interruptions are to be permitted only in the case of an emergency or when no other reasonable alternative is possible.

Section 5. Intercommunication System and Surveillance Equipment

The intercom system and security surveillance equipment shall not be used to collect information for the evaluation of teachers without prior notification to, and consultation with, the teacher and the Union. Information obtained from the system or the equipment may be used to support the discipline of a teacher for misconduct. However, teachers and the Union will be provided, upon request, a copy of any information gathered from the equipment or systems that is used for evaluative or disciplinary purposes.

Section 6. Teachers' Work Space

The Board will, when available and as soon as practical and without interference to the instructional process, set aside space in both the East and West campuses for teachers' work space.

Section 7. Part-Time Benefits

Any full-time tenured teacher who is required by the Administration to teach part-time shall receive all benefits on a prorated basis.

Section 8. Contractual Integrity

Should any conflicting wording exist between the Union Contract and Board Policy, the Union Contract wording shall prevail.

Section 9. Reduction in Force

At the request of the Union President to the Superintendent, the Union and the Administration shall meet at least once each year to discuss the prospects for a reduction in force of teachers. The reduction in force and recall of teachers by the Board shall be governed by the provisions of Illinois Law, including Section 24-12(b), as amended from time to time, by the applicable agreements of the District's Joint Committee on Layoff and Recall and, to the extent consistent with such laws and agreements, by the following:

- 1) Teachers will be classified and released by department (combining East and West as one department).
- 2) The term seniority as used for reduction in force and recall purposes shall refer to the length of continuous service as a teacher in the Leyden Community High Schools.
- 3) All leaves covered in the contract and/or board policy shall not constitute an interruption of service. Teachers on an approved maternity leave or leave of absence shall not receive any seniority credit for time spent on said leave, except for time covered by the Family Medical Leave Act.
- 4) Tenured teachers on a part-time teaching contract shall be considered (for the purposes of this clause) the same as full-time teachers. Part-time non-tenured teachers shall be dismissed first on a departmental basis, unless otherwise provided by law.
- 5) Teachers shall have seniority in their departments (Districtwide) as determined by the date on which they signed their original contract with the District. Teachers who started at the semester shall receive ½ year seniority credit for that year.
- 6) No later than May 10, all teachers will be classified by the Administration for purposes of reduction in force and recall and, in consultation with the teacher, for the purposes of seniority credit. Teachers will be classified in all departments in which they meet one of the following criteria: (1) the teacher is currently assigned to teach in that department, (2) the teacher has taught in that department during two of the last ten years, or (3) the teacher is licensed and endorsed in the teaching area of that department under the applicable laws of the state of Illinois.
- 7) Department chairpersons shall receive ½ year seniority credit for each year served in that position. All additional credit received through 2008-2009 shall not be diminished.
- 8) If an entire department is eliminated, the teachers shall transfer their seniority credit to another department in which they are qualified to teach under the conditions of Item 6.
- 9) During the first quarter a seniority list of all departments shall be posted to the district website. A copy of the entire seniority list shall be sent to the Union President.

- 10) Any teacher dismissed under the provisions of this clause shall be placed at the top of the list for substitution, according to their seniority, and rotated through substitute assignments during the period of recall.

Section 10. Evaluation

The Board, in consultation with the Union, will develop a “Teacher Evaluation System” in accordance with the applicable provisions of the Illinois School Code, the rules of the Illinois State Board of Education and agreements, if any, reached by the Joint Committee provided for in Section 24A-4(b) of the School Code.

The Evaluation Committee will reconvene on a periodic basis, annually or more frequently if necessary, to review feedback from teachers and administrators. Any revision to the “Teacher Evaluation System” will be negotiated through the Professional Issues Committee; provided, however, the Board retains the authority and duty to establish the “Teacher Evaluation System” subject to the School Code, the rules of the Illinois State Board of Education, agreements reached by the Joint Committee and agreements reached by the Professional Issues Committee.

The Staff Evaluation Plan shall be the basis for teacher evaluation.

- 1) Regular Evaluation

The procedure for implementing the regular evaluation is as follows:

- A. All tenured teachers will receive each year a brief orientation on the evaluation system and criteria. This orientation may be through staff meetings and/or special bulletins.
- B. The formal classroom observations by a supervisor or administrator shall be announced at least five working days in advance. If the observation is being rescheduled by the observer for a date that is later than the originally scheduled observation, three-day notice will be required. In the event that the observation must be rescheduled by the teacher, advanced notice will be given.
- C. No tenured teacher shall be formally observed more than twice a month or more than ten (10) times a year, unless agreed to by the teacher.
- D. Within one week after a formal observation, a follow-up conference will be scheduled (date selected) by the evaluator to discuss the classroom observation.
- E. Within six school weeks after the conference, and prior to the next formal observation, the evaluator will submit a formal observation report. If this deadline is not met or mutually extended, the teacher may request in writing to have the evaluation repeated.
- F. All written reports on classroom observations and any teacher follow-up reports will be included in the teacher’s official file and made available to the teacher at least two weeks before a summative rating conference whenever possible.

- 2) The district will cover the costs for department chairs to complete a training program necessary to become an evaluator with pre approval from the assistant superintendent.
- 3) The district may offer Leyden University courses as needed to train teachers on any additional structures that will be used as the basis for evaluations, such as Charlotte Danielson’s Framework for Teaching.

Section 11. Teacher Retraining

At the request of the Union President to the Superintendent, the Union and the Administration shall meet at least once each year to discuss the prospects for a reduction in force of tenured teachers and to identify opportunities for tenured teachers to retrain to avoid the reduction in force. Tenured teachers so identified, who would be dismissed in a reduction in force, may pursue an opportunity to retrain for positions that are open. A committee consisting of two administrators and the two Union representatives appointed by the Superintendent and Union President, respectively, will work to determine the teachers to be retrained in light of potential staffing needs.

Tenured teachers identified above shall have the same opportunity as other teachers to have their college tuition reimbursed through the guidelines set forth in Article X, Section 14 - Professional Growth, Graduate Courses.

Section 12. Teacher Discipline

Suspensions without pay will be imposed for just cause. Before suspending a teacher without pay, the teacher shall be notified by the Superintendent or designee in writing of the conduct on which the suspension is based and provided an opportunity to meet with the Administration to respond to the allegations. The teacher shall have the opportunity to respond in a hearing with the Board or designee if the suspension is initiated at the Board level. If a teacher is suspended by the Superintendent or designee, the teacher may appeal an unpaid suspension to the Board by submitting a notice of appeal to the Superintendent within five (5) days after receipt of notice of the suspension. The teacher will be provided an opportunity to address the Board in closed session before the Board makes a final decision on the appeal. The teacher may be assisted by a Union representative, if requested by the teacher, at any hearing before the Board, Superintendent or designee regarding the suspension.

Anonymous complaints shall not be used to establish a basis for teacher discipline but may be a basis for an investigation into the conduct of the teacher which may lead to teacher discipline.

Section 13. Consulting Teacher

In addition to his/her regular salary and benefits, a consulting teacher shall receive:

- 1) A stipend of \$1,250
- 2) Release from the 45 minutes of assigned supervisory duties;
- 3) Up to three released periods from regular classes per semester with prior approval of the building Principal.

Section 14. Coaches' Handbook

A procedure for the evaluation of coaches shall be established by the administration and placed in a Coaches' Handbook to be distributed to each coach at coaches' meetings to be conducted each school year by the Assistant Principal of Athletics and Wellness. While nothing in this Section or the Coaches' Handbook changes the right of the Board to select and non-renew coaches for any lawful reason, the failure to follow the evaluation procedure in the Coaches' Handbook will be taken into account in the evaluations of the evaluators.

Section 15. Elimination of Departments

No department will be eliminated by the District during the life of the contract.

Section 16. School Safety

At least once annually, and upon the request of either party, the Union President or designee and the Superintendent shall confer regarding the District's emergency and crisis response plans. At least two teachers from each school shall be given the opportunity to serve on any committee in which student and staff safety is addressed. The District will provide annual training to teachers on the emergency and crisis response plans.

ARTICLE VI – ASSIGNMENT AND TRANSFER

Section 1. Assignments

A teacher is employed to serve the needs of the District in those areas in which he/she is licensed as per the state of Illinois. A teacher newly employed by the District will be notified of his/her particular building and teaching assignment as soon as it is practical. Because of fluctuating enrollment between the fall semester and the spring semester, it may be necessary to make some changes in assignments. When such changes are necessary, the Administrative staff will consult with the teacher concerned as soon as the needs of the District are clearly established. Length of service will be considered but will not be determinative in making assignments.

Section 2. Voluntary and Involuntary Transfers and Traveling Teachers

Transfers of teachers between buildings and/or departments will be made from time to time as District needs require.

The District recognizes that it is beneficial to have teachers assigned to teach at one campus. However, conditions may exist when it is necessary for a staff member to teach at both buildings. Should this condition arise, the department chairperson will meet with the building Principals to select the staff member best suited for the job.

A) Voluntary Transfers and Traveling

- 1) Teachers wishing to be transferred or travel should make this request in writing to the Assistant Superintendent who will, in turn, contact the high school principals. This should be done prior to March 1 for the fall semester. Transfer and traveling requests will be reviewed when openings become available.
- 2) The primary consideration in transfer or traveling will be the needs of the District.
- 3) If two or more individuals are seeking a single position, the building Principals in consultation with the department chairpersons shall recommend to the Assistant Superintendent the individual best suited for the opening based on the qualifications for the particular assignment as determined by the building principals.
- 4) When qualifications are equal, transfers and travelers shall be decided upon recent teaching experience in the course.
- 5) All transfers and travelers are subject to approval by the Superintendent.

B) Involuntary Transfers and Traveling

- 1) Involuntary transfers or traveling of teachers between buildings and/or departments will be made based on the needs of the District.
- 2) When qualifications are equal as determined by the building Principals, transfers or travelers shall be decided upon recent teaching experience in the course.

- 3) Teachers wishing a review of a transfer as a result of an administrative recommendation may request this by contacting the Superintendent.

Section 3. Refusal to Accept Position

In the event a teacher chooses not to accept a position offered, it shall have no effect upon his/her future opportunities for other positions that are created or become vacant.

Section 4. Discontinuing IHSA Sponsored and/or Extracurricular Activities

All teachers who have two IHSA sponsored activities will be obligated to continue those assignments until the age of 35 unless approval or release is granted by the Administration. At the age of 35, one of those assignments may be discontinued. The teacher may choose which of the two assignments he/she wishes to discontinue.

All teachers who have one IHSA sponsored activity will be obligated to continue that assignment until the age of 40 unless approval or release is granted by the Administration. In the event a teacher chooses to discontinue any portion of his/her IHSA sponsored and/or extracurricular activities, he/she shall:

- 1) Notify the Superintendent in writing of his/her request, no later than February 1, and the position will be posted.
- 2) If the Superintendent approves the request, the resignation shall become effective at the start of the next school year.
- 3) If the Superintendent does not approve the request, the teacher will continue to accept the assignment, for at most one year, or until a suitable replacement has been employed and is on duty, unless the resignation is upon the orders of a physician.
- 4) For teachers hired for the 2000/01 school year and beyond, the Superintendent reserves the right to require physical education majors to coach for up to 20 years. However, coaches may be excused for up to a two-year leave from the coaching assignments. Upon their return, the teacher will be reassigned to any coaching position at the discretion of the Assistant Principal for Athletics and Wellness. Requests to be excused must be submitted to the Superintendent, in writing, no later than February 1 of the prior school year.

Section 5. Preparation Limitations

In order to adequately prepare presentations and class work, no teacher should have more than two (2) different preparations per semester, and no teacher will have more than three (3) assigned preparations per semester, except courses in the following departments: Art, Business Education, English as a Second Language/Bilingual, Industrial Technology, Family and Consumer Sciences, Music, Special Education, Modern Language, and Physical Education. Parties by mutual agreement can agree to waive the above mentioned preparation limitations. A separate preparation is defined as each course, individually described, in the Curriculum Guide, where a different text, course guide, and resource materials are required. Approved independent study courses will count as a preparation. Two (2) different courses meeting in the same classroom concurrently will each count as a preparation, except in special education, and English as a Second Language/Bilingual. Any teacher with four (4) or more preparations will be released from any mandatory class substitution as per Article X, Section 9.

Section 6. Each Teacher Available to Sponsor

At the request of the Administration, any tenured teacher who is not coaching, shall accept an assignment to sponsor for at least three (3) years (up to 18th year at Leyden). Such sponsorship shall be for those activities stipulated for payment in this contract. This does not prevent voluntary sponsoring nor does it exclude or limit the years on those activities for which a specific teacher was hired.

ARTICLE VII – GRIEVANCE PROCEDURE

Section 1. Procedure

A grievance is defined as a written claim by an employee (the “grievant”) and/or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of the Agreement.

The term “days” as used in this grievance procedure means teacher work days during the school term and, between the end of the school term and the beginning of the next school term, the days on which the Superintendent’s office is open to the public.

The failure of the grievant or the Union to present a grievance or proceed to the next step in the grievance procedure within the times provided below shall bar the filing or further processing of the grievance. The failure of the Board or its administrators to respond to grievance within the times provided below shall permit the grievant and/or the Union to proceed to the next step.

The following are the steps for the processing of grievances:

Step 1 Informal: At least five (5) days before filing a written grievance at Step 2, the grievant and/or the Union shall notify the Superintendent of the intention to file a grievance. The notice shall identify the nature of the grievance and request a meeting for an informal discussion of the grievance. The Superintendent or designee shall meet with the grievant and/or Union within three (3) days of receipt of the request. If the informal discussion does not take place within such three (3) day period, with reasonable efforts of the participants to meet, the grievant and/or Union may proceed to Step 2.

Step 2 Administrator: The grievant and/or Union, on behalf of an individual grievant or group of grievants, shall submit a written grievance. The grievance must:

- Identify the known grievant(s) and, if the grievance is on behalf of a group of grievants, indicate the group with specificity.
- State the specific provisions of the Agreement alleged to have been violated.
- State the date or dates on which the alleged violation occurred.
- Identify the pertinent facts and dates on which the grievance is based.
- State the rationale supporting the grievance.
- State the remedy sought.

The grievance shall be presented to the appropriate building or District administrator within thirty (30) days from the date of the event first giving rise to the grievance. After receipt of the grievance, the administration shall have ten (10) days to hold a grievance meeting with the grievant and a representative of the Union. A written response to the grievance with rationale shall be issued by the administrator within ten (10) days of this meeting and sent to the grievant(s) and Union President.

- Step 3 Superintendent: If the grievance is denied at Step 2, the grievant and/or Union, on behalf of an individual grievant or group of grievants, may appeal the grievance to the Superintendent within ten (10) days of receipt of the District's response at Step 2. After receipt of the grievance, the Superintendent shall have ten (10) days to hold a grievance meeting with the grievant(s) and representatives of the Union. A written response to the grievance with rationale shall be issued by the Superintendent within ten (10) days of this meeting and sent to the grievant(s) and Union President.
- Step 4 Board: If the grievance is denied at Step 3, the grievant and/or Union, on behalf of an individual grievant or group of grievants, may appeal the grievance to the Board within ten (10) days of receipt of the District's response at Step 3. After receipt of the grievance, the Board shall provide an opportunity for the grievant(s) and representatives of the Union to present the grievance at the next regularly scheduled Board meeting occurring at least ten (10) days after the date of filing of the appeal. The Board shall issue a written response to the grievance with rationale within ten (10) days of this Board meeting and send it to the grievant(s) and Union President.
- A grievance contesting a suspension without pay which is upheld by the Board on appeal, or which is initiated by the Board, shall be filed with the Superintendent within ten (10) days after the suspended employee's receipt of the notice of suspension and be heard by the Board as a Step 4 grievance at the next regularly scheduled Board meeting occurring at least ten (10) days after the date of filing of the grievance with the Superintendent. The Board shall issue its written response to the grievance within ten (10) days after the grievance hearing.
- Step 5 Arbitration: If the Union is not satisfied with the disposition of the grievance at Step 4, the Union may submit the grievance to binding arbitration within ten (10) days after receipt of the Board's response at Step 4 by requesting an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The arbitrator shall consider only the specific issues raised in the written grievance and the Board's reply thereto. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented, and he/she shall have no authority to decide or make recommendations on other matters. The fee of the arbitrator shall be split equally between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

Section 2. No Interruption of Business

In the event of a dispute or difference, the party or parties involved shall continue to transact and/or conduct their business in the same manner as at the time of initiating the complaint.

Section 3. Processing Grievances

Individuals who have filed a grievance shall not be approached to discuss the grievance by any Board member or administrator while the grievance is being processed, without the Union President or designee being present.

ARTICLE VIII – MISCELLANEOUS

Section 1. No Discrimination.

The Board and Union agree to continue their policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, or membership or participation in, or association with, the activities of any teachers' organization.

The Union agrees, in accordance with its constitution and policy statements, to continue to admit persons to membership without discrimination against any teacher on the basis of race, color, creed, national origin, sex, sexual orientation, age, or marital status; and to represent equally all teachers without regard to membership or participation in, or association with, the activities of any teachers' organization.

The Union or its agents will not solicit members, engage in organization work, or any other Union activities, other than those expressly stated in this Agreement, during the assigned teaching hours.

Section 2. Personnel Files

One official file for all current teachers shall be maintained digitally in the district administration office under the following conditions:

- 1) No material derogatory to a teacher's conduct, or service shall be placed in the file unless the teacher has had an opportunity to review and respond to the material. Anonymous material that does not result in a need for disciplinary action will not be placed in the teacher's official file. The teacher shall acknowledge that he/she read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents. If he/she refuses to sign a copy for filing, such shall be noted by the administrator and the material filed within one week after a reminder notice has been sent by the administrator and a copy of the reminder sent to the Union President. Administrators may place all communications from teachers to administrators in the respective personnel files without further action.
- 2) The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 3) Teachers have access to their personnel files including placement credentials (if the credentials are designated non-confidential or if the placement office gives the district written authorization for the teacher to see his/her credentials). Confidential credentials not open to graduates (so designated by the respective college or university) will not be made available to teachers. In order to examine his/her official file, a teacher must schedule an appointment with the Assistant Superintendent for this purpose. This file may not be taken out of this office.
- 4) The teacher shall receive a copy of materials in his/her official cumulative file if such materials are to be used in any form of litigation.

- 5) The teacher shall have the right to submit commendations, awards, honors, etc., for inclusion in his/her personnel file.
- 6) Upon written request, a teacher may receive a digital copy of those materials in his/her file (except those credentials designated by colleges and universities as “confidential”).
- 7) A teacher whose file is to be examined by anyone other than a school official of District 212 shall be notified in advance.

After 5 years, if there are no negative reports, or similar instances, the derogatory material older than 5 years may be removed upon the teachers’ request to the Superintendent or his/her delegate.

Section 3. Bulletin Boards

Posting of official Union notices on Board property shall be permitted and a definite space shall be allotted for this purpose in each teachers’ cafeteria.

Section 4. Use of School Facilities by Union

The Union shall be allowed to schedule and use school facilities for Union business during non-working hours. The Union shall provide the Superintendent with a schedule of proposed Union meeting dates for the semester by the end of the first week of each semester. Thereafter, the Union may schedule the use of facilities on the other dates upon five (5) days notice to the Superintendent, subject to the prior availability of the facilities. The school mailboxes and interschool mail service may be used to facilitate the dissemination of written materials for Union purposes. Copies of all materials posted, or inserted in the majority of teachers’ mailboxes, or sent electronically shall be given to all administrators and forwarded to the central office for file.

Section 5. Union Activity in Classroom

Teachers shall not use their classrooms as a place to discuss negotiations or any other matters relating to local teacher-union activities.

Section 6. Collection of Monies

If a teacher intends to collect money from students for any reason, other than collecting for clubs as a sponsor or athletic teams as a coach, the teacher must notify the principal or designee. The principal or designee will notify the teacher if he/she has any concerns with the collection of the monies.

Section 7. Supportive Personnel

Whenever a department or teacher has legitimate school work that its supportive personnel cannot handle, the department chairperson or teacher has the authorization to contact the office supervisor for temporary help from the secretarial pool.

Section 8. Return to Bargaining Unit

If an administrative employee of District 212, who had previously been covered by the collective bargaining unit, is returned to said unit, he/she shall assume the step in the salary schedule he/she would have attained if he/she had remained in the collective bargaining unit.

Section 9. Contract Booklet

The Board will post the Contract on the Faculty portion of the Leyden website in an indexed PDF or other non-editable format, provide access to employees, and provide the Union with an editable version in MS Word or other suitable program.

Section 10. Number of Pupils Assigned

The average number of pupils assigned per department is listed in Appendix B.

Enrollment in laboratory courses will be capped based on the number of stations available, unless the teacher agrees to admit more students than the agreed upon limit. The Administration will work with department chairpersons to determine which courses are defined as laboratory courses.

Assistant Principals will consult Department Chairpersons and may place class size limits on certain courses, as long as this does not lower department parity figures. Co-lab will not be utilized in determining parity.

A committee composed of two members appointed by the Superintendent and two members appointed by the Union President will advise the Superintendent on parity and counselor caseload problems and possible resolutions to the problem. The committee will meet on or after September 30 to review first semester enrollment figures, and 30 school days after the beginning of the second semester to review second semester enrollment figures.

If the committee determines that a department exceeds parity, a solution to remedy the overage will be determined and executed by administration.

Section 11. Due Process

Any charges, accusations or comments of a negative or derogatory nature from any source (e.g., letters, memos, phone calls) shall have no weight in the evaluation of a teacher's professional and official performance in Leyden District 212 unless:

- 1) These charges, accusations, or comments are formalized in writing.
- 2) A teacher shall be given the name of any person making said charge and the time and opportunity to meet with the Administration to refute the charge.

Section 12. Retirement Savings Plans

The District will offer employees the opportunity to participate in a 403(b) plan. Employees will be given the opportunity to make salary deferral elections to contribute to the plan. Such contributions may be made either on a pre-tax basis or as after-tax Roth 403(b) contributions if such contributions are permitted by the employee's selected vendor. Participation in the plan is voluntary, and employees are solely responsible for selecting, within all applicable legal limitations, their desired level of contributions to the plan, an appropriate vendor, and their desired investments in the plan, and neither the Board nor the Union assumes any liability for such decisions.

Employees who wish to participate in the plan must select a vendor from a list of vendors that has been approved by the District and the District's Third Party Administrator. New vendors may be approved if at least ten employees select the new vendor and the new vendor is able to comply

with the requirements of all 403(b) legal regulations and the requirements of the District's Third Party Administrator.

The District also offers employees the opportunity to participate in a 457(b) plan. Employees will be given the opportunity to make salary deferral elections to contribute to the 457(b) plan. Participation in the 457(b) plan is voluntary, and employees are solely responsible for selecting, within all applicable legal limitations, their desired level of contributions and their desired investments in the 457(b) plan. Neither the Board nor the Union assumes any liability for such decisions. The District reserves the right to unilaterally amend, terminate, or discontinue the 457(b) plan at any time.

Section 13. Communication

The Union President shall be notified prior to the deadline for the District's response to a Freedom of Information Act (FOIA) request seeking information about any bargaining unit member, including, but not limited to, names, email addresses, and part of a home address, or list of members of the Union or non-members.

ARTICLE IX – LEAVES

Section 1. Accumulated Sick Leave

All teachers shall be allowed up to seventeen (17) days of sick leave per school year. Sick leave shall be defined per the Illinois School Code as personal illness, mental or behavioral health complications, quarantine at home, serious illness in the immediate family or household, or birth, adoption, ~~or~~ placement for adoption, and the acceptance of a child in need of foster care. For purposes of this Section, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The unused sick leave and the unused personal business leave days shall accumulate from year to year to a maximum of 430 days. This accumulation is not available for additional personal business leave. The leave balance and the detailed absence report will be available online and teachers will be able to access this information at any point during the school year.

Section 2. Sabbatical Leave

All teachers shall have an opportunity to apply for a sabbatical leave of one (1) school year for resident study, research, travel or other purposes designed to improve the school system. The proposed plan must be approved by the Board of Education and not thereafter modified without the approval of the Board.

The Sabbatical shall be conditional upon the following:

- 1) The leave may be granted after completion of at least six (6) years of service as a full-time teacher, Principal or Superintendent in Leyden Community High School District 212 and may again be granted after completion of a subsequent period of six (6) years of such service.
- 2) The maximum number of Sabbatical Leaves per year may be no more than two (2) from the total certified staff. The Board will grant the two who are recommended by the selection committee.
- 3) The teacher on Sabbatical Leave shall from time to time and at the end of the leave be required to give supporting evidence of the work he/she has pursued during the time of his/her leave, including official transcripts of his/her credits, and copies of research studies. If the leave is pursued for travel, a summary of findings and relationships of the travel to school programs shall be filed in the Administration offices.
- 4) The applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the district for at least two (2) school years after his/her return, all sums of money including insurance premiums and other fringe benefits received from the Board during his/her Sabbatical Leave will be refunded to the Board within two (2) years of the beginning of the school year following the year of the Sabbatical Leave unless such return and performance is prevented by permanent illness or incapacity.

During absence pursuant to Sabbatical Leave, payment shall be on the following basis:

- 1) The teacher shall receive the same basic salary as if in actual service, except that there shall be deducted there from an amount equivalent to the amount payable for substitute service.

However, such salary after deduction for substitute service shall in no case be less than the minimum provided by 24-8 of the School Code, or one-half of the basic salary, whichever is greater. The salary of the teacher during the Sabbatical Leave will be paid in the same manner and at the same time that said teacher would normally be paid were he/she teaching in District 212. A Sabbatical Leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. However, the person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board.

- 2) The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave or a proportionate part of such rate for a partial year of Sabbatical Leave credit.
- 3) Unless justified by illness or incapacity, failure of any person granted a leave to devote the entire period to the purpose for which the leave was granted shall constitute a cause for removal from teaching service and any compensation from the Board of Education.
- 4) If during the leave, injury or illness of the teacher prevents his/her completing the purpose of the leave, the Sabbatical Leave will be terminated and compensation by the Board of Education will be discontinued except that all provisions for sick leave will apply.
- 5) If injury, illness or death prevents the teacher from fulfilling his/her agreement to return and render service in District 212, no repayment of leave salary will be required. To qualify for this provision the illness or injury must conform to the policy of the Illinois Retirement System.

Upon expiration of a leave and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position in the District 212 equivalent to that formerly occupied. The tenured status of the teacher on Sabbatical Leave shall not be affected.

A Sabbatical Leave Committee composed of the Superintendent, Assistant Superintendent, the Principal of the school where the applicant is teaching, and one teacher from each school elected by the Leyden Council Executive Board of the AFT, shall make recommendations on applications to the Board.

Any teacher requesting Sabbatical Leave shall submit an application to the Assistant Superintendent on/or prior to the January 1 immediately preceding the school year of the Sabbatical Leave. The applicant will meet with the Sabbatical Leave Committee on/or before January 15 to present written and verbal evidence of reasons for requesting the Sabbatical Leave. The committee in turn, will consider all cases and make recommendations to the Board of Education. Candidates will be informed of Board action on their application within seven (7) days after the last regularly scheduled meeting of the Board in January. Guidelines for selection shall be as follows:

- 1) Evidence of proficiency as a professional educator (e.g., uses innovative practices, serves on committees, shares ideas and materials, demonstrates leadership, engages in self-assessment, etc.)
- 2) Evidence of professional goals and aspiration.
- 3) Nature of the leave; what value it possesses for the school.
- 4) Reasonable distribution of applicants by departments and teaching levels.

- 5) Previous leaves.
- 6) Date of application.
- 7) Seniority on school staff.

In the event that a sabbatical is rejected because of the District's financial condition, a waiting list of candidates shall be compiled. The waiting list shall be reviewed annually and weighted consideration given when the District's financial condition permits a resumption of sabbaticals.

Section 3. Personal Business Leave

In the event that a teacher must be absent from his/her duties for a reason other than sickness, he/she may apply to the Principal for permission to utilize up to three (3) sick days per year for personal business leave. This is intended to allow teachers an opportunity to take care of family emergencies or urgent business matters without loss of pay.

Personal business days may not be used on the days immediately preceding and immediately following a school holiday or vacation, or on a student non-attendance day. Exception requests must be submitted to the Assistant Superintendent or designee.

The teacher need not obtain permission, but merely notify the Principal or his/her delegate when such personal business days are used for:

- 1) religious holidays,
- 2) pressing matters that cannot be handled on weekends or evenings,
- 3) legal affairs, and
- 4) funerals, other than those elsewhere in Board policy.

Teachers may request one (1) additional day of personal business leave for the purpose of observing a religious holiday. This written request must include a substantiation of the holiday, and be submitted to the Assistant Superintendent for approval no later than September 1. If a request is made after the deadline but at least thirty (30) days before the holiday, the request will be considered by the Assistant Superintendent for approval. This day will not be deducted from the teacher's sick leave and will not be added to accumulated sick leave if not used.

Any additional approved personal business leave days will be docked from the teacher's pay at a per diem rate. This loss of pay shall occur regardless of the actual substitute cost to the District.

Any unapproved days of absence will be docked from the teacher's pay at a per diem rate and disciplinary action could result. This loss of pay shall occur regardless of the actual substitute cost to the district.

Section 4. Parental and Child Care Leave

- 1) Parental Leave - Within the twelve (12) month period following the birth of a child, adoption or placement for adoption of a child, or acceptance of a child in need of foster care, a teacher may use up to forty (40) days of his/her available paid sick leave for such purposes in accordance with Section 24-6 of the School Code in effect as of the effective date of this Agreement. Thirty (30) of the forty (40) days are required under Section 24-6 and the additional ten (10) days are granted by the Board under this Agreement. The additional ten (10) days must be used consecutively and in combination with the first use of the thirty (30) days if any of the thirty (30) days are used. The Board may also require the thirty (30) days

to be used consecutively within the twelve (12) month period following the birth of a child to the extent permitted by Section 24-6. The thirty (30) days may be used intermittently for adoption, placement for adoption, or foster care in a manner designed to minimize disruption to instruction. Any paid leave used under this Section will run concurrently with any other leave available to the teacher, including leave available under the Family and Medical Leave Act. A teacher intending to use the leave provided for in this Section must give the Assistant Superintendent or designee as much advanced notice as is reasonably possible.

- 2) Child Care Leave of Absence - Any teacher shall, at least thirty (30) days or as soon as possible before the expected date of delivery/adoption of the child, notify the District in writing of his/her decision to either return to work at the end of the Parental Leave period referenced in section A or to take a leave of absence for child care at the conclusion of such period. The length of the child care leave will be measured from the date of delivery of the child or placement from the date of adoption and shall not exceed three (3) semesters, unless extended by the administration to the beginning of the next school year in order to maintain continuity of instruction. The leave must end at the end of a semester. The leave shall not be construed as interrupting the employee's consecutive years of service with the District, but any year in which leave exceeds that period of time allowed by the FMLA will not count toward the acquisition of tenure.

The assignment of the teacher returning from a child care leave of absence shall be at the discretion of the District provided that the assignment does not diminish the teacher's salary or benefits. If a reduction in force occurs during the leave, the teacher on leave is subject to the same conditions as those who are currently teaching. Non-tenured teachers who are on leave may be non-renewed according to the School Code at the discretion of the District.

Time spent on such leave shall not be counted for the purposes computing benefits under this Agreement or accruing seniority. A teacher on leave of absence for child care may continue in the group medical insurance program, if he/she chooses, at his/her own expense by paying the full premium at the group rate.

Section 5. Leave of Absence

Any tenured teacher may request a leave of absence by February 1 of the school year preceding the school year in which the leave will take place, unless circumstances preclude compliance with this deadline. The teacher may request one (1) or more years of leave. Requests for leaves will be presented to a screening committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the Union President. Requests for leaves will be forwarded by the committee to the Board with a "recommended" or "not recommended" motion affixed to them. "Recommended" will mean that at least two (2) members of the committee support the application. Each school year, at least one-half (½) of those applications submitted by the February 1 deadline and recommended by the committee will be granted up to a maximum of four leaves. Granting of applications submitted after the February 1 deadline will be at the discretion of the Board, after consideration of the committee's recommendation.

The teacher will give notice to the Administration of his/her expected return to resume his/her teaching duties by February 1 of the school year before the school year of return.

If a reduction in force occurs during the leave the teacher on leave is subject to the same conditions as those who are currently teaching.

Time spent on such leave shall not be counted for the purpose of computing benefits under this Agreement or for seniority purposes.

A teacher on leave of absence may continue in the group medical insurance if he/she chooses, at his/her own expense, by paying the full premium at the group rate. All other benefits cease.

Section 6. Notification of Return from Leave

The teacher will give notice to the Administration, in writing, of his/her expected return to resume his/her teaching duties from any leave by February 1 of the year preceding the school year of return, unless extraordinary circumstances make it impossible to do so, but in no case shall notification be given past the last day of February of the year preceding the school year of return.

Section 7. Family and Medical Leave

Eligible teachers are entitled to twelve work weeks of unpaid family and medical leave during a rolling twelve month period, measured forward from the date the employee uses any FMLA leave, in accordance with the Family and Medical Leave Act of 1993, as amended. Time on leaves provided for under Sections 1 and 4 of this Article for purposes allowed by the FMLA shall be counted against the leave time which may be taken under the FMLA. The district may assign teachers returning from family and medical leave to a different course, grade level, school building, classroom or other teaching position. Nothing in this Article diminishes or expands the Board's or a teacher's rights and duties under the FMLA, except as specifically provided in this Article.

Section 8. Job-Sharing Leave

Job sharing as defined in this section is a voluntary program providing two (2) tenured teachers the opportunity to request permission to share one (1) full-time teaching position. Tenured teachers, or those teachers who will be tenured at the time the leave is taken, who would like to participate in a job-sharing position shall submit an application and proposed plan for a job sharing leave to the Superintendent on/or prior to January 15 immediately preceding the school year for which the leave is requested. The job sharing plan shall include, but not be limited to the following: teaching responsibilities, schoolwide service, Eagle Time assignment, and current extracurricular activities. Teachers job sharing shall be expected to attend the weekly inservice meetings in person, or via administratively approved technological means. Both teachers are expected to attend parent conference days, open house, statewide testing days, examination days. The actual daily and final exam schedule for partners in a job sharing position will be worked out among the participants, the department chair(s) involved, and the building Principal. The Board shall notify the applicants for a job sharing leave of the disposition of the request no later than seven (7) days after the first regularly scheduled meeting of the Board in March.

Participants in a job sharing position shall be placed appropriately on the salary schedule and salaries shall be prorated according to the time worked. Generally, participants shall divide responsibilities 60% (three (3) classes and proportional non-teaching duties) and 40% (two (2) classes and proportional non-teaching duties) with the exception of a proration of SWS, each teacher will be assigned a 45 minute SWS. If the participants wish, they may elect to teach three (3) classes each and non-teaching duties will be waived. In such cases, each participant shall

receive 50% compensation. For purposes of calculating the released time and stipends of department chairs, the two partners in a job sharing position shall be counted as one full-time teacher.

Job share participants will advance at a normal salary increase as others. Contributions to the Teacher's Retirement System will be proportionate to the time worked and salary earned. Participants in job-sharing positions will receive a prorated amount of insurance and paid leave benefits. During the period of time spent in a job-sharing position, the seniority credit of the teachers will accrue by .5 of a school year. Tenure rights for participants in job-sharing positions shall be maintained in accordance with current School Code provisions. The length of a job-sharing leave shall be for one (1) school year and may be renewed by the Board, provided that a request to renew is made on/or prior to January 15 immediately preceding the school year for which the leave is requested. If such a request is made, the Board shall notify the participants of its disposition by no later than seven (7) days after the first regularly scheduled meeting of the Board in March following the request. The decision to grant or deny the request for a job-sharing leave is not precedential and is at the sole discretion of the Board of Education.

Section 9. Bereavement Leave

A teacher may use not more than ten (10) days of available sick leave in accordance with, and for the purposes set forth in, the Illinois Family Bereavement Act (IFBA) and Board Policy 5:250. Such sick leave shall run concurrently with the unpaid leave available under the IFBA and Board Policy 5:250.

ARTICLE X – SALARY & BENEFITS

Section 1. Salary

Following the 2022-2023 school year, the Eagle Time stipend will be added to the base salary of all continuing employees.

For the 2023-2024 school year, all teachers shall receive a 2.5% increase from the 2022-2023 base salary (including Eagle Time), plus \$3,000.

For the 2024-2025 school year, all teachers shall receive a 2.375% increase from the 2023-2024 base salary, plus \$3,000.

For the 2025-2026 school year, all teachers shall receive a 2.375% increase from the 2024-2025 base salary, plus \$3,000.

For the 2026-2027 school year, all teachers shall receive a 2.375% increase from the 2025-2026 base salary, plus \$3,000.

If any of the following changes to Illinois law take effect during the term of the agreement and are not offset by revenue increases: a) responsibility for the cost of teacher pensions is shifted to the Board; or b) the amount of general state aid to the Board over the previous school year decreases by more than 15% or c) the Board's revenue from local property taxes is limited more severely than is currently the case under the Property Tax Extension Limitation Law; or d) the Board is faced with a successful voter initiated referendum, \$500 of the additional compensation will cease.

A teacher's initial salary placement shall be determined using the following criteria: 1) degree or degrees earned, 2) hours beyond a degree, 3) experience granted at the time of hire. New teachers' salary placement shall be determined based on the criteria above, and be commensurate with, a current teacher's salary with similar criteria.

Starting salary for a teacher with no experience is listed below, inclusive of all amounts paid to TRS by the Board:

	2023-2024	2024-2025	2025-2026	2026-2027
BA	\$59,955	\$62,408	\$63,716	\$64,256
BA+15	\$62,026	\$64,152	\$65,133	\$65,673
MA	\$67,040	\$68,948	\$69,929	\$70,469
MA+15	\$69,057	\$70,964	\$71,945	\$72,703
MA+30	\$70,746	\$72,872	\$74,289	\$75,265
MA+45	\$72,545	\$74,670	\$76,196	\$77,401
DR	\$75,161	\$77,940	\$79,139	\$79,254

Teachers holding National Board Certification shall be paid a stipend of \$3,000 for each year of this agreement.

All degrees and additional hours requested by the teacher for salary increase consideration must be approved by the Assistant Superintendent prior to registering for the degree program and/or additional coursework. The decision of the Assistant Superintendent shall be final and not subject to the grievance procedure.

Coursework that is part of an MA, EdD or PhD program that is related to the field of education or in a subject area taught in the District may be approved for salary credit, even if the teacher is not enrolled in such MA, EdD, or PhD program. Courses will be accepted as long as they lead to certification, qualification, or endorsement in an area of high need as identified by the District, or coursework requested by the District to support academic or programmatic needs of the students. Requests must be submitted to the Assistant Superintendent minimally three (3) weeks prior to registering for the degree program and/or additional coursework.

Official transcripts certifying the additional hours and/or degree must be presented to the Assistant Superintendent for his/her approval before any salary increase will be paid. Official transcripts must be received by the Assistant Superintendent no later than October 15 for first semester changes, and no later than March 1 for second semester changes. Salary increases will be retroactive to the beginning of the semester in which the salary increase is approved and will be prorated for the remaining paychecks. Only one column move per school year for teachers moving beyond the MA column will be allowed. If an additional column move is earned, the move will be recognized the following school year.

Starting in 2023-2024, salary increases for educational advancement are as follows:

BA+15	\$3,000
MA	\$4,000
MA+15	\$1,500
MA+30	\$1,500
MA+45	\$1,500
DR	\$3,000

Teachers will receive their paychecks in the following manner:

1. Paychecks will be issued on the 15th and the 30th of each month (or the last business day of the month).
3. Teachers may choose to receive 20 or 24 paychecks.
4. The dollar amount of each paycheck throughout the year will be the base salary divided by the total number of paychecks selected by each teacher.
5. Teachers will be paid through direct deposit to their financial institution.

Section 2. Pension Payment

The Board will pay the 9% pension deduction for the duration of this contract on the same calculation basis as used under the previous contract. If the TRS member contribution is reduced by law, the teacher contribution shall be reduced using the same calculation basis as used under the previous contract. If the TRS member contribution is increased by law, the Board will add one-half of the percentage increase to the 9% factor that is currently in effect, up to a maximum increase to the 9% factor of 1%. For example:

- If the TRS member contribution increases by the amount of 1%, the Board will increase the 9% factor to 9.5%.
- If the TRS member contribution increases by the amount of 3%, the Board will increase the 9% factor to 10%.

In addition, the Board will continue to pay the T.H.I.S. employer contribution and teachers shall continue to pay, as a deduction from earnings, the employee T.H.I.S. contribution.

Section 3. Health, Medical, and Dental Insurance

The Board shall provide a medical and dental insurance program with coverage substantially the same to those set forth in Appendix D - Health & Dental Insurance each insurance year. Medical and dental premiums, for single or family coverage, shall be paid on the basis of the total plan costs as follows:

2023-2024: 83% paid by District 212 and 17% paid by teacher

2024-2025: 81% paid by District 212 and 19% paid by teacher

2025-2026: 81% paid by District 212 and 19% paid by teacher

2026-2027: 81% paid by District 212 and 19% paid by teacher

Unless otherwise agreed, Blue Cross/Blue Shield shall be the administrator or provider of the medical insurance program and MetLife shall be the administrator or provider for the dental insurance program. Premiums shall be calculated using actual claim costs added to plan administration fees (fixed costs). The claim costs from the previous March 1 through February 28 (12 month period) are used in the calculations, as provided by Blue Cross/Blue Shield or by such other provider used by the District if an agreement is reached to change providers. Please see Appendix D for medical calculation example.

The Board will provide funds for a Health Care Account (HCA) for each employee or eligible retiree covered by the insurance program. The funds provided for the HCA will be \$300 for each year of this agreement.

The Insurance Committee including two teachers annually appointed by the Union and two administrators annually appointed by the Board and a maximum of two staff members from each of the other affected employee groups, shall meet twice annually or as needed to review the District's insurance program and make recommendations to the Board. All recommendations presented to the Board will include information related to the opinion of each committee member.

The Union President or his/her designee shall be provided with all relevant and non-confidential information from the District and/or the District's Healthcare consultant necessary for the operation of the Insurance Committee.

If the District becomes subject to a tax or penalty in the nature of a Cadillac Plan Excise Tax (either directly for self-insured coverage or indirectly through an insurer for fully-insured coverage) under the Affordable Care Act for any calendar year, the teachers participating in a medical/dental plan to which the Cadillac Plan Excise Tax applies (or the specific coverage option to which the Cadillac Plan Excise Tax applies, if the Cadillac Plan Excise Tax does not apply to all coverage options under such plan) shall reimburse the District for the full amount of the Cadillac Plan Excise Tax through an automatic corresponding increase in the teacher share of the insurance premium for that calendar year. This premium increase will be in addition to the increase provided for above and will not be subject to the premium caps set forth above.

Section 4. Flexible Benefit Plan

The Board shall have the option to implement a flexible benefit plan in accordance with the provisions of IRC Section 125 and 129. The cost of administering this plan shall be borne by the Board, and the Board shall have the right to select the provider of the plan.

Section 5. Extracurricular Pay Schedule

Appendix E - Extracurricular Pay Percentages, contains pay rates for all extracurricular activities. The percentage as stated will be applied to the total base salary. However any stipend position shall not be greater than \$125,000 times the stipend percent.

Any coach will be compensated \$50 per day for meets/practices beyond the IHSA regional or sectional competition, whichever is recognized by the IHSA as the first round. Football will be compensated \$50 per day for all practices during IHSA state playoffs.

Section 6. Summer Salary Scale

All Leyden teachers will be notified and have an opportunity to apply for summer school teaching openings. The teachers will be selected by the Assistant Superintendent of Curriculum and Instruction after consultation with the department chairperson and the building Principal.

<u>Summer of</u>	<u>BA</u>	<u>MA</u>
2024	\$50	\$54
2025	\$51	\$55
2026	\$52	\$56
2027	\$53	\$57

As part of their salary, all personnel will be expected to attend meetings not exceeding five hours for orientation and evaluative purposes. Break time supervision assignment on a rotation basis

will also be part of the Agreement. There will be no extra pay for this type of responsibility since the above figures include this type of an assignment.

The hourly rates will be as follows:

<u>Summer of</u>	<u>Summer Swim/Teach</u>	<u>Summer Recreation</u>	<u>Weight Room</u>
2024	\$32.50	\$32.50	\$30.50
2025	\$33.50	\$33.50	\$31.50
2026	\$34.50	\$34.50	\$32.50
2027	\$35.50	\$35.50	\$33.50

<u>Summer and School Year</u>	<u>Curriculum Project</u>
2024	\$37
2025	\$38
2026	\$39
2027	\$40

To ensure a high level of quality for curriculum projects, specific procedures will be followed:

- A. The Assistant Superintendent of Curriculum and Instruction will determine which projects will be permitted and the amount of time to be allotted.
- B. A quality control committee will screen all projects to determine whether the projects are of high quality.
- C. The quality control committee will be composed of two (2) members selected by the Union President and two (2) members selected by the Superintendent. Checks for the curriculum work will be issued after receiving approval by the quality control committee.
- D. If there is disagreement, two (2) members of the quality control committee must agree that the curriculum work is satisfactory for checks to be released.

Section 7. Attendance at Professional Meetings

The Board and Union acknowledge the value of professional meetings in facilitating professional growth. To encourage and assist the professional growth of the faculty, the Board, if finances permit, shall provide adequate funds to enable teachers to attend national conventions as well as state and local conferences.

Section 8. Field Trips

Faculty members accompanying students on Administration-approved field trips that extend beyond the normal school day will be compensated at the chaperone rate as described in Appendix E. No paid sponsor will be compensated for taking his/her organization on a field trip, however, all teachers, including teachers who are club sponsors, attending overnight trips will be paid the highest daily chaperone rate not to exceed the equivalent of three days.

Section 9. Substitution Pay and Attendance at IEP Meetings

Illness, professional meetings, field trips, etc., create a critical need for classroom substitutes. Meeting this need is essential to the operation of the school; therefore, all teachers are required to accept, with pay, at least eight (8) class substitutions each semester when requested to do so by the Administration. Teachers with four (4) or more preps or an overload are not required to accept a substitute assignment. The following positions are not permitted to accept a substitute assignment: Student Services, Student Supports, and Speech Pathologists. Teachers who have period release time as part of their contractual day may not accept a substitute assignment more than one period per day.

The District will survey faculty interest in performing internal substitutions and make an effort to select teachers who have expressed interest and who are from the same department to cover an internal substitution whenever possible, capped at sixteen (16) assignments per semester.

After a teacher has substituted eight (8) times from prep period/student contact, he/she will not be asked again unless there is an emergency situation. Substituting during schoolwide service assignments does not count towards one of the substitutions.

Substitution pay shall be \$45.00 for the duration of this Agreement. If during his/her preparation period time, a regular teacher substitutes for more than ten (10) consecutive school days of student attendance for the same teacher with the same class of students, the substitute shall be compensated at a pro rata amount as calculated in Article IV, Section 3.

Any teacher serving as the general education representative at an IEP meeting who attends more than eight (8) IEP meetings during a school year, shall be paid the period substitution rate for each meeting beyond the eighth.

Special education teachers shall have the following release periods to complete any necessary paperwork related to students on their caseloads and/or meet with students on their caseloads. The timing of these release periods shall be approved in advance by the principal or designee.

1-6 Students enrolled in District special education and/or BRIDGE classes on a caseload:

up to two (2) release periods per semester

7-12 Students enrolled in District special education and/or BRIDGE classes on a caseload:

up to four (4) release periods per semester

13+ Students enrolled in District special education and/or BRIDGE classes on a caseload:

up to five (5) release periods per semester

Section 10. Travel Reimbursement

Based on monies allocated as part of the departmental budgeting process, the department chairperson will recommend to the Administration financial allocations that the District will pay for approved professional travel.

Section 11. Death Benefits

The Board shall provide life insurance coverage for each full-time teacher (part-time teachers' death benefit shall be prorated) equal to the teacher's base salary for the year preceding death, and \$20 for each unused day of sick leave.

Section 12. Student Services

Events and programs that counselors or social workers attend beyond the regularly scheduled school day, and have been approved by the building principal, will be compensated at the following rates:

- 1-3 hours=\$120
- 3-4 hours=\$160
- 4-5 hours=\$200
- 5-6 hours=\$240

Social workers and counselors who remain with a student in a crisis situation beyond the regularly scheduled school day, after consultation and approval from a building administrator, will receive compensation at the internal substitution rate, \$45.00 for each increment of time equivalent to a regular class period (currently forty-five (45) minutes).

Section 13. Department Chairpersons and Resource Teachers

In addition to their regular salary, department chairpersons shall be compensated for their supervisory duties as indicated in the table below. To provide additional support and assistance to the department chair in the management of the department, a resource teacher shall be assigned to each building in the departments indicated below. Each resource teacher shall be paid a stipend of \$3,000. Each department chair will submit to the Assistant Superintendent of Curriculum and Instruction the duties and tasks assigned to each resource position by the end of the first week of school each year.

Stipends for department chairs will be increased each year of this agreement over the previous year's stipend by 2.5%. Teachers in Industrial Technology, Science, Art, Music, Family and Consumer Sciences, Special Education and Business Education will count 1½ each in calculating stipends for department chairpersons. Teachers assigned to multiple departments and part-time teachers will count as a full faculty member for each department.

<u># of Teachers in Department (excluding chair)</u>	<u>2023-24 Stipend</u>	<u>2024-25 Stipend</u>	<u>2025-26 Stipend</u>	<u>2026-27 Stipend</u>
1-10	\$7,477	\$7,664	\$7,856	\$8,052
11-14	\$9,962	\$10,211	\$10,466	\$10,728
15-19	\$11,464	\$11,751	\$12,045	\$12,346
20+	\$12,452	\$12,763	\$13,082	\$13,409

<i>Department Chair</i>	<i>Release Periods</i>	<i>Resource Teacher Assigned to Each Building</i>
Art	2	Yes
Business Education	2	Yes
English	4	Yes
ELL/Bilingual (interim for 2023-2024 only)	2.5	No
Family & Consumer Sciences	2	Yes
Industrial Technology	2	Yes
Literacy (2023-2024 only)	2	Yes
ELL/Bilingual and Literacy (starting 2024-2025)	4	Yes
Mathematics	4	Yes
Modern Language	2	Yes
Music	1	No

<i>Department Chair</i>	<i>Release Periods</i>	<i>Resource Teacher Assigned to Each Building</i>
Physical Education & Driver Education	3	Yes
Science	4	Yes
Social Studies	4	Yes
Special Education (3 Chairs)*	4 (each)	No
Student Services (2 Chairs)	$\frac{2}{3}$ of average caseload	No
Student Supports	4	Yes

The Student Supports department will include faculty from the Library, Instructional Coaches, MTSS Coordinator, Credit Recovery teachers, and will supervise the paraprofessionals in the Math and Writing Centers.

Department chairs whose department has a new teacher participating in New Teacher Orientation shall attend and participate in the orientation program at a date and time determined by the administration, unless otherwise agreed by the administration. He/she shall be compensated at the rate of \$85 per day.

Section 14. Professional Growth, Graduate Courses

The Board and Union consider professional growth to be a desirable activity. As an additional incentive to encourage professional growth, the District shall allocate up to \$160,000 with a cap of \$40,000 each year, for the purpose of reimbursing teachers for tuition paid for attending classes. Tuition reimbursement will be issued based on the guidelines below:

- Tuition reimbursement will only be granted to teachers who have earned tenure and completed four years of service at Leyden. The summer prior to their fifth year at Leyden will count toward reimbursement.
- Tuition reimbursement will be granted only for those courses preapproved for professional growth pursuant to Article X, Section 1.
- Reimbursement shall not impact movement under the existing salary system.
- If a teacher leaves the District within one year, 75% of the reimbursement will be refunded to the District. If the teacher leaves the District within two years, 50% of the reimbursement will be refunded to the District.
- Tuition reimbursement shall not exceed 90% of the cost of tuition.
- A lifetime cap of \$7,500, starting with this contract.
- Teacher must receive an A or B in order to receive tuition reimbursement.

Section 15. Retirement Incentive Program

Retirement benefits shall be provided to teachers meeting the applicable eligibility requirements and criteria as described in this Section.

- (1) Eligibility and Notice: The basic eligibility requirements for the retirement benefits under this section are as follows:
 - (a) A written notice of resignation and intent to retire must be received by the Superintendent no later than May 1 of the school year before the school year in which benefits under this retirement incentive program are first received, and in any event, by no later than May 1, 2027.
 - (b) Except as provided above, the last dates for receipt by the Superintendent of the notice of resignation and intent to retire are as follows:

August 1, 2023 for retirement in 2027
May 1, 2024 for retirement in 2028
May 1, 2025 for retirement in 2029
May 1, 2026 for retirement in 2030
May 1, 2027 for retirement in 2031

- (c) The resignation must be effective the last day of the school term in which the teacher is first eligible to retire without discount through TRS, but in any event, no later than June 30, 2031, except if extended per section (d) below.
- (d) The teacher is at least 60 years of age, or has at least 35 years of creditable service with TRS at the time of retirement, which can include creditable service recognized by TRS due to unused sick leave. If the teacher subsequently needs to use the sick leave during his/her final years of employment that would have been recognized by TRS for creditable service, the retirement date will be extended one or two years with approval from the Board provided doing so does not subject the Board to a penalty from TRS.
- (e) The teacher must complete at least twenty (20) consecutive years of full-time teaching and/or employment in the District as of the date of retirement.
- (e) None of the teacher's increases in creditable earnings in the four school years used to determine the teacher's pension would cause the Board to be subject to a penalty under the Illinois Pension Code.
- (f) If a due date for a notice under this Section falls on a Saturday, Sunday or school holiday observed the District, the due date shall be extended to the next school day.
- (g) A teacher hired after the effective date of this Agreement must provide the Superintendent or designee with the following information within 90 calendar days of the first day of employment and such other information as is appropriate to facilitate the implementation of this retirement program:
 - (1) The number of years of creditable service with the Illinois Teachers' Retirement System ("TRS").
 - (2) The number of years of creditable service with non-TRS retirement systems in Illinois and other states which may be used for creditable service with TRS.
 - (3) Other optional service credit which may be available for creditable service with TRS, such as leaves of absence or military service.
 - (4) The number of days of sick leave from other TRS-covered employers available for service credit with TRS.

Currently employed teachers will provide the same information by no later than January 15 of the first year of this Agreement. Where available, the information must be provided in a statement from TRS or other governmental agency or on a form developed by the District in consultation with the Union. Before application to participate in this retirement program, all teachers must provide an update to the District on the above information.

After receipt of the written notice of resignation and intent to retire, the Superintendent or designee will generate a retirement salary statement that shows the estimated amount of salary the teacher

will receive each year for the remaining years of employment, any sick leave to be received and an estimate of any post retirement payment. The statement shall be received by the retiring employee no later than 30 days from the date of the Superintendent's receipt of the application.

(2) Benefits:

(a) Salary Increases:

If the above conditions are met, the teacher's total TRS creditable earnings shall be increased in each of his/her last consecutive four years as set forth below, in lieu of any other salary increase or other creditable earnings increase to which the teacher would otherwise be entitled under this Agreement.

The following increases are to total creditable earnings over the prior year's creditable earnings:

The following increases are to creditable earnings over the prior year's creditable earnings including salary, assignments/positions associated with a stipend, hourly compensation associated with the required substitutions per semester, and, in the determination of the District, hourly compensation for which a reasonable assurance of continued completion over the duration of the retirement incentive can be given. Other hourly compensation will be excluded from the retirement incentive.

Third year prior to final year of employment	6%
Second year prior to final year of employment	6%
First year prior to final year of employment	6%
Final year of employment	6%

No teacher shall receive an increase in total creditable earnings in any year used by TRS to calculate the teacher's pension value (typically the last four years prior to retirement) which would cause the District to incur an excess salary penalty from TRS (currently, and not to exceed six percent (6%).

It is the intent of the parties to eliminate any penalties or surcharges the District would otherwise be required to pay to TRS as a result of a teacher's compensation in any year used to calculate the teacher's pension value.

Teachers who are retiring between 2022-2024 are not eligible to receive the "Eagle Time" stipend provided for in this Agreement. Such teachers will instead receive an additional non-creditable insurance premium contribution equivalent to the "Eagle Time" stipend, the teacher will receive the remaining benefit in the form of an additional non-creditable contribution to the teacher's Health Care Account. The total benefit provided to the retiring teacher under this provision may be prorated if a teacher's retirement incentive plan includes a pre-2020-2021 ACCESS or Guided Study stipend.

With the exception of “Eagle Time”, if a teacher performs any new or different activities that would cause the teacher to incur earnings increase in excess of the increases under the program, the teacher shall have the choice of not performing the activity or accepting a lesser rate of pay, that would not cause the earnings increase to exceed the increases under the program.

A teacher for whom a voluntary extra-duty stipend was part of the teacher’s creditable earnings and who ceases to perform such duty in a school year in which the teacher is receiving an increase under the program, will have the stipend for that duty subtracted from the creditable earnings increases provided under the program.

(b) Post Retirement Insurance

A teacher who meets the eligibility criteria established in this Section will be permitted to participate in the Board’s medical and dental insurance program at the same contribution rate as current employees until the teacher reaches the age of eligibility for Medicare. Upon becoming entitled to Medicare, the teacher may participate in the Board’s Medicare supplement program by paying the full premium cost as may be amended from time to time.

(c) Post Retirement Unused Sick Leave Payment

A teacher who meets the eligibility criteria established in this Section will also receive a payment of \$45 per unused day of sick leave not used by the teacher for service credit through TRS. This payment shall be paid as a lump sum retirement benefit and shall be due and payable within 60 days after the teacher’s final paycheck for regular earnings and after the teacher’s retirement under TRS rules.

(d) Post Retirement Longevity Payment

A teacher who meets the eligibility criteria established in this Section will also receive a post retirement longevity payment based on years of service in District 212 as set forth below:

For each year of full-time service from years 1 through 10: \$250

For each year of full-time service from years 11 through 20: \$500

For each year of full-time service from years 21 and beyond: \$750

With a \$15,000 cap for all post retirement longevity payments

Longevity payments will be prorated for part-time teaching service in District 212.

(3) General Limitations

Under no circumstances will the Board be required to increase a teacher’s TRS creditable earnings above the amount which would result in the imposition of a penalty by TRS.

A teacher may not participate in the program if the Board becomes subject to any penalty payment to TRS related to the teacher’s participation.

If legislation is enacted or administrative rules or interpretations adopted during the life of this agreement that adversely affects the Board’s obligations or teachers’ rights under any of the benefits set forth in this section, the parties agree to meet within 30 days of the

passage of the legislation to discuss reopening this section of the Agreement. Any such reopening would have to be mutually agreed upon by the Board and the Union.

(4) Changes in a Teacher's Retirement Plans

If a teacher participating in the program resigns prior to the date originally approved for his/her retirement for any reason other than physical or mental disability which permanently renders the teacher unable to perform his/her duties, the Board will have no obligation to provide the remaining retirement enhancements which would otherwise have been due under the program. Additionally, the teacher will repay to the Board all amounts of creditable earnings necessary to avoid, or which would have avoided, the Board being subject to TRS penalties. A repayment plan will be determined by mutual agreement between the Board and the teacher. If the teacher fails to make repayment when due, the Board may seek recovery of any attorney's fees/expenses incurred to collect such repayment under the agreement. Upon repayment, an amended creditable earnings report will be made by the Board to TRS.

By mutual agreement between the Board and the teacher, a teacher's resignation and retirement may be rescinded or modified, on a non-precedential, case-by-case basis. The reason for such an agreement must be a major life-altering event such as the death of a spouse, divorce between the teacher and spouse or serious illness of the teacher or spouse which illness would likely cause the use of sick leave otherwise necessary to remain eligible to participate in this retirement program. If a teacher participating in the program begins to receive the benefits and the Board, in its sole discretion, accepts a request to rescind the retirement, the Board will not be obligated to continue payment of the benefits under the program. The teacher will then repay the entire amount of the benefits paid to date. A repayment plan will be determined by mutual agreement between the Board and the teacher. If the teacher fails to make repayment when due, the Board may seek recovery of any attorney's fees/expenses incurred to collect such repayment under the agreement.

(5) Eligible Teachers Opting Out of Retirement Incentive Program

Notwithstanding any provision of this Agreement other than as permitted in the paragraph immediately below, a teacher within four (4) years of eligibility for TRS retirement will be limited to an increase in creditable earnings over the previous year if the payment of such creditable earning could result in the Board being required to make a penalty payment to TRS. The limitation is the reduction in creditable earnings to an amount sufficient to avoid any penalties. Any adjustments necessary to meet this limitation will be made to the teacher's creditable earnings in the teacher's final paychecks for the school year in which the TRS limitation could be exceeded.

If a teacher is within four (4) years of eligibility for TRS retirement and chooses not to participate in the program, the teacher may avoid the limitation set forth in the paragraph immediately above by signing an agreement with the Board. The agreement will provide that if the teacher resigns and the Board becomes subject to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to avoid penalties. A repayment plan will be determined by mutual agreement between the Board and the teacher. If the teacher fails to make repayment when due, the Board may seek recovery of any attorney's fees/expenses incurred to collect such repayment under the agreement. Upon repayment, an amended creditable earnings report will be made by the Board to TRS.

Section 16. Alternative Retirement Program

A teacher who does not participate in the Retirement Incentive Program under Section 15, who has completed 15 consecutive years of full-time teaching service in the District and who submits to the Superintendent by no later than February 1 in the year of retirement, a notice of resignation and retirement effective at the end of the school term, will be provided the following benefits:

- 1) If the teacher's retirement does not subject the Board to any penalties from TRS, the teacher may participate in the Board's medical and dental insurance program on the same basis as current employees until the teacher reaches the age of eligibility for Medicare.
- 2) Upon reaching the age of eligibility for Medicare and if Medicare eligible, the teacher may participate in the Board's Medicare Supplement Program by paying the full premium cost.
- 3) A post retirement payment of \$20 per unused day of sick leave not used by the teacher for service credit through TRS.
- 4) If the teacher's retirement subjects the Board to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to compensate the penalties before he or she is eligible for this benefit. Provided the teacher repays the creditable earnings necessary to compensate the penalties, the teacher may participate in the Board's medical and dental insurance program if the teacher pays 50% of the full premium costs.

The Alternative Retirement Program will sunset at the conclusion of this Agreement.

Section 17. Sick Day Pool

- 1) **Philosophy**
The purpose of the Leyden Sick Day Pool is to provide a substantial number of days to be utilized by the faculty when the need for sick days exceeds the number of days accumulated by the teacher because of serious illness or accident, or in cases of parental leave in which a teacher wishes to use thirty (30) days of sick leave but has less than thirty (30) days of accumulated sick leave.
- 2) **Board of Trustees**
The sick day pool will be managed by a Board of Trustees. The board will be composed of two (2) teachers, the Union President, the Assistant Superintendent, and the Principal from the requesting teachers building. The teachers on the board are to be elected annually by the members of the Leyden Council.
Decisions granting the use of days from the pool must have the approval of a majority of the Board of Trustees.
- 3) **Eligibility**
An individual must be a teacher in District 212 in order to be granted days from the sick day pool. An individual must have contributed in the most recent request of the faculty for sick days in order to draw from the pool. The teacher must have utilized all accumulated sick days before receiving a grant of days from the pool.

To facilitate the decision-making process by the Board of Trustees, an application form must be filed by the teacher before any days can be granted and must be submitted no later

than five (5) days after the teacher's sick leave has been exhausted. Applications received after this five (5) day period shall only be eligible for days beginning with the date of approval by the Board of Trustees. Application forms will be available from the Union's building representative and/or members of the Board of Trustees.

Supporting medical information shall be included with the application. At the discretion of the Board of Trustees an individual may be asked to furnish documentation or rationale, beyond that supplied in the application, to justify the granting of days from the pool. The Board of Education reserves the right to require a second medical opinion from a physician selected by the Board of Education, at the Board's expense, before any days are granted from the pool. Upon review of this additional medical information and approval by the Board of Trustees, the applicant will be granted days back to the date on which he/she exhausted the sick leave, or if applicable, the date of approval of the application by the Board of Trustees.

4) Operational Guidelines

The Board of Trustees has the complete and final authority for the operation of the Leyden Sick Day Pool.

Voluntary contributions, of not more than two days per year, from the faculty will create the days available in the pool.

The maximum number of days that may be granted to an individual during the school year is 90 days. In extenuating circumstances, the Board of Trustees may waive the maximum allotment of sick days and provide up to an additional 45 days; however any grant beyond 135 days requires final approval by the Board of Education.

After the initial request, days will be added to the sick day pool in the following manner:

- a) Whenever the total number of days in the pool reaches 50 or less.
- b) During September of each school year a request will be made of the entire faculty unless such a request would place the total number of days in the pool over 400.
- c) If a request is not made of the entire faculty, then all faculty members who did not participate in the last request shall have an opportunity to contribute to the sick day pool regardless of the number of days available in the pool.
- d) Tenured teachers leaving the district because of resignation, retirement, or reduction in force termination, may contribute up to five days of their accumulated sick leave to the sick leave pool.

The sick day pool is an emergency type procedure not intended to replace the Illinois Retirement System's total and partial disability procedures. Nor is the pool intended to supersede or replace any District 212 leave policy; therefore, additional sick leave days cannot be granted for reasons not covered by official policy of District 212.

As soon as the Board of Trustees has reached a decision, on an application for a grant of days, the applicant, Superintendent, and building Principal shall be notified in writing.

Days donated by a teacher to the pool may not be withdrawn. Days donated are recorded as consumed on the individual teacher's official school record of accumulated sick leave.

A complete record of the following items will be kept:

- a) names and number of days contributed by each teacher
- b) application submitted by teachers
- c) number of days granted
- d) number of days utilized

The Board of Trustees will submit an annual report to the Executive Board, membership of the Leyden Council, Superintendent, and the Board of Education. Official records of the Board of Trustees will be kept by the Union and Board of Education.

Section 18. Continuation of the School Year Program

Any teacher who is hired by the district during the summer to complete work that is directly related to their regular school year assignment shall be reimbursed at the summer school salary, except as covered elsewhere in the contract.

Section 19. Release Time for the Union President

The Union President in office as of the effective date of this Agreement shall be provided with one release period and no schoolwide service assignment. The release from school wide service shall begin immediately. The release period would begin at the start of the new school year following the date of the contract ratification. At such time as a new person is elected as the Union President, the extension of the release period for the term of the new President will be discussed by the new President and the Superintendent, with the final determination made by the Board and notice given to the new President of the determination within thirty (30) days of the Superintendent's receipt of notice from the Union of the election of the new president. If extended, the release period for the new President shall begin at the start of next school term, if notice of the election of the President is given to the Superintendent by the end of the preceding school term. Any President granted a release period must, at minimum, teach at least one period a day.

Section 20. Professional Growth for the Union Executive Board Members

A total of three (3) days per school year shall be provided to the Union Executive Board to attend Union sponsored professional growth conferences and/or workshops. These days may be used by executive board members of the Support Staff or Teachers' Union. The union shall be responsible for all costs and fees for attending such events, with the exception of the cost of providing a substitute teacher which shall be paid by the Board. These days shall be considered as School Business in the employee management system.

Section 21. Supplemental Savings Plan

The District shall inform all new teachers prior to their first day of employment about the TRS Supplemental Savings Plan (SSP), including information regarding the process for new teachers to cancel automatic enrollment if applicable.

ARTICLE XI – NO STRIKE

Neither the Union nor the teachers will instigate, promote, sponsor, engage in or condone any strike, picketing, sit-down, walkout, withdrawal or withholding of services, or any other interruption of the normal routine of any day's school activities. Teachers who engage in any activity prohibited by this Article are subject to dismissal from the school system of District 212 or loss of raise and/or increment for the year. In the event that any teacher or group of teachers participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Board, to direct such teacher or group of teachers to cease such activity and resume work at once.

ARTICLE XII – COMMITTEES

Section 1. Discipline Committee

A District Discipline Committee shall be composed of all District Deans and two teachers from each school appointed by the Union's Executive Board who review the Student Code of Conduct annually. The proposed changes, if any, will be presented to the Board for their approval.

Section 2. Professional Issues Committee

A Professional Issues Committee shall be composed of the Superintendent or the Superintendent's designee, two (2) Principals, the Union President, and two (2) Union Vice Presidents. This committee will consider proposals for any change in working conditions which is covered by this Agreement and any proposed pilot program. The administration members of the Professional Issues Committee and the Union members of the Committee will serve as the negotiation teams for the Board and Union, respectively, to collectively bargain over such changes in working conditions, pursuant to Article XIV of this Agreement. Tentative agreements over changes in working conditions reached by the Professional Issues Committee will be recommended to the Union and to the Board of Education to initiate ratification procedures.

ARTICLE XIII – SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XIV – ENTIRE AGREEMENT


The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subject or matters and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and Union agree that the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter covered by this Agreement. The parties further agree that there shall be no changes in the terms of this Agreement without the mutual agreement of the Board and the Union. Nor shall there be any changes in salaries, fringe benefits or working conditions which are not covered by this Agreement, but which are mandatory topics of bargaining under the Illinois Educational Labor Relations Act, without prior negotiation between the Board and Union.

ARTICLE XV – TERMINATION

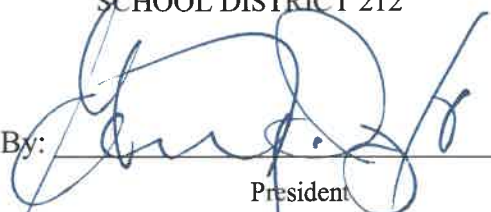
This Agreement shall be deemed dated, and become effective, on the date the last of the duly authorized representatives of the Board and the Union sign as set forth below and shall remain in full force and effect through June 30, 2027 and from year to year thereafter, unless not more than 150 nor less than 60 days prior to June 30, 2027 or any subsequent June 30, either party gives written notice to the other of its intention to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.

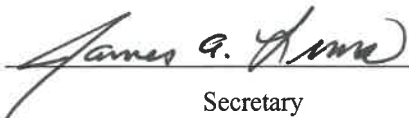
LEYDEN COUNCIL,
WEST SUBURBAN TEACHERS' UNION
LOCAL NUMBER 571, IFT-AFT

By: 
President

BOARD OF EDUCATION
LEYDEN COMMUNITY HIGH
SCHOOL DISTRICT 212

By: 
President

Attest:

By: 
Secretary

Dated: 5/18/2023

Dated: 5/18/2023

Appendix A – PART-TIME TEACHER

1. General Principle
 - 1.1 Teachers who are hired for a part-time assignment of less than six-tenths shall not receive benefits (Health/Dental/Disability and Life Insurance).
 - 1.2 Teachers who are hired for a part-time assignment of six-tenths or more shall receive prorated benefits. Prorated benefits include: Health, dental, disability, and life insurance.
2. Salaries
 - 2.1 Part-time teachers' salaries shall be prorated according to their assigned percentage of full-time employment.
 - 2.2 Salary advancement will be the same percentage increase as full-time teachers.
3. Leaves
 - 3.1 Sick Leave: Part-time teachers receive seventeen (17) sick leave days per year prorated according to their assignment.
 - 3.2 Personal Business Leave: Part-time teachers are entitled to use three (3) of their seventeen (17) sick days as personal business days per year prorated according to their assignment.
 - 3.3 Sabbatical Leave: Part-time teachers are not eligible for a sabbatical leave.
 - 3.4 Religious Leave: Part-time teachers may request one (1) additional day for the purpose of observing a religious holiday. This written request must include a substantiation of the holiday, and be submitted to the Assistant Superintendent for approval no later than September 1. If a request is made after the deadline but at least thirty (30) days before the holiday, the request will be considered by the Assistant Superintendent. This day will not be deducted from the part-time teacher's sick leave and will not be added to accumulated sick leave if not used.
4. Other Responsibilities
 - 4.1 Part-time teachers shall attend Parent/Teacher Conferences, Open House, Institute Days, Statewide Testing Days, Final Exam Days on those days when their exams are administered.
 - 4.2 Part-time teachers will attend inservice meetings, in person or via administratively approved technological means.
 - 4.3 Part-time teachers will attend all other meetings as requested by the administration or will otherwise make arrangements to obtain pertinent information within one week of the meeting.
 - 4.3 A lunch period may be scheduled in-between a part-time teacher's teaching schedule.
 - 4.4 Part-time teachers will be assigned a prep period(s) per week per semester as follows:
 - 1-2 - one prep per week
 - 3-4 - two preps per week
 - 5-6 - three preps per week
 - 7-9 - four preps per week
 - 4.5 Part-time teachers will be assigned to one 45 minute school wide service period each week.

- 4.6 Part-time teachers are not required to internally sub, but if they do so, they will be paid at the same per period rate as full-time teachers.
- 4.7 Part-time PE teachers are not required to coach but may do so. If he/she coaches, the part-time teacher's coaching stipend will be calculated as if he/she were a full-time teacher.

Appendix B – Average Number of Pupils Assigned per Department (Parity)

Department	Number of Pupils
Art.....	25
Business Education.....	27
Driver Education and Health.....	27
English.....	25
English as a Second Language/Bilingual/Sheltered.....	25
Family and Consumer Sciences.....	25
Literacy.....	25
Industrial Technology.....	25
Mathematics.....	27
Modern Language.....	26
Music.....	35
Physical Education.....	37
Science.....	25
Social Studies.....	27

Appendix C –Extracurricular Pay Percentages

The minimum salary for any position listed as 7% or greater shall be \$5,300 or the percentage listed, whichever is greater. Those listed as under 7% shall receive the percentage. However any stipend position shall not be greater than \$125,000 times the stipend percent.

ATHLETICS

All positions under Athletics are District positions unless otherwise noted.

Badminton:

Head Varsity	9%
Assistant Varsity (JV)	7%
Freshman	7%

Baseball:

Head Varsity	12%
Assistant Varsity	9%
Junior Varsity	8%
Freshman	8%

Basketball (Boys):

Head Varsity	12%
Assistant Varsity	9%
Sophomore	8.5%
Freshman	8.5%

Basketball (Girls):

Head Varsity	12%
Assistant Varsity	9%
Junior Varsity	8.5%
Freshman	8.5%

Bowling (Girls):

Head Varsity	9%
Assistant(s)	7%

Competitive

Cheerleading:

Fall Varsity	8%
Winter Varsity	9%
Fall Assistant	6%
Winter Assistant	7%

In the event there is a competitive cheerleading team, there will not be a non-competitive team.

Cross Country (Boys):	
Head Varsity	9%
Assistant(s)	7%
Cross Country (Girls):	
Head Varsity	9%
Assistant(s)	7%
Esports:	
Head Coach	6%
Assistant Coach	4%
Assistant Coach (based on numbers)	4%
Football:	
Head Varsity	12%
Assistant Varsity	9%
Head Sophomore	9%
Assistant Sophomore	8.5%
Head Freshman	9%
Assistant Freshman	8.5%
Equipment Manager	8.5%
Golf:	
Head	9%
Frosh/Soph	7%
Gymnastics (Boys):	
Head Varsity	11%
Junior Varsity	9%
Freshman	8%
Gymnastics (Girls):	
Head Varsity	11%
Junior Varsity Level 1	9%
Junior Varsity Level 2	8%
Pom Pon (Leydenettes):	
Varsity	9%
Assistant	7%
Soccer (Boys):	
Head Varsity	11%
Assistant Varsity	9%
Junior Varsity 2	8%
Junior Varsity 1	9%
Freshman	8%

Soccer (Girls):	
Head Varsity	11%
Assistant Varsity	9%
Junior Varsity 2	8%
Junior Varsity 1	9%
Freshman	8%
Softball:	
Head Varsity	12%
Assistant Varsity	9%
Junior Varsity	8%
Freshman	8%
Special Olympics (Various Sports):	
Coordinator	4%
Head Coach	2%
Assistant Coach (when numbers need/require)	1%
Swimming (Boys):	
Head Varsity	11%
Junior Varsity	9%
Diving	8%
Swimming (Girls):	
Head Varsity	11%
Junior Varsity	9%
Diving	8%
Tennis (Boys):	
Head Varsity	9%
Junior Varsity	7%
Freshman	7%
Tennis (Girls):	
Head Varsity	9%
Junior Varsity	7%
Freshman	7%
Track & Field (Boys):	
Head (indoor and outdoor)	13%
Assistant(s) (indoor and outdoor)	10%
Head (outdoor only)	11%
Assistant(s) (outdoor only)	8%
Track & Field (Girls):	
Head Varsity (indoor and outdoor)	13%
Assistant(s) (indoor and outdoor)	10%
Head (outdoor only)	11%

Assistant(s) (outdoor only)	8%
Volleyball (Boys):	
Head Varsity	11%
Varsity Assistant	9%
Junior Varsity	8%
Freshman	8%
Volleyball (Girls):	
Head Varsity	11%
Varsity Assistant	9%
Sophomore	8%
Freshman	8%
Water Polo (Boys):	
Head Varsity	9%
Assistant	7%
Water Polo (Girls):	
Head Varsity	9%
Assistant	7%
Wrestling:	
Head Varsity	12%
Varsity Assistant	9%
Junior Varsity Level 1	9%
Junior Varsity Level 2	8%
Freshman	9%
Sports Academy Director	1%
L Club - E/L Club - W	2%

Summer Camp

Each coach will be paid at the summer recreation rate for each hour worked. All hours and the number of coaches needed will be approved by the Assistant Principal for Athletics and Wellness prior to beginning the summer camps.

Note: The goal will always be to have separate coaches for separate sports. In those instances where it is impossible to obtain a second coach and an individual agrees to coach two of the same sports at the same time, the individual agreeing to take on that load will be paid 1.5 times the percentage authorized for the position. (For example, if one coach is the head coach of both boys and girls cross country, the coach would be paid on the following formula: $9\% \times 1.5 = 13.5\%$).

IHSA EXTRACURRICULAR ACTIVITIES

All positions under IHSA Extracurricular Activities are District positions unless otherwise noted.

Chess Team:

Head	5%
Assistant	3%

An additional Assistant Coach may be added once the team reaches more than 35 regularly attending/active Chess Team members. The Principals will make the determination in consultation with the Activity Directors.

Math Team:

Head Coach	5%
Assistant Coach	3%

An additional Assistant Coach may be added once the team reaches more than 35 regularly attending/active Math Team members. The Principals will make the determination in consultation with the Activity Directors.

Speech Team:

Varsity	10.25%
Assistant	7.25%

An additional Assistant Coach may be added once the team reaches more than 35 regularly attending/active Speech Team members. The Principals will make the determination in consultation with the Activity Directors.

Scholastic Team:

Head	11%
Head	9%
Assistant	8.5%
Assistant	7%

An additional Assistant Coach may be added once the team reaches more than 35 regularly attending/active Scholastic Team members. The Principals will make the determination in consultation with the Activity Directors.

CO-CURRICULAR POSITIONS

All positions under co-curricular positions are campus-based unless otherwise noted.

SAT Prep Coordinator (District)	\$3,600
SAT Prep Class Teacher	\$50/hour
Constitution Test Review	\$20/hour

Catering Coordinator

Paid chaperone rate for hours before and after school and one (1) release period

Homebound Tutoring	Summer School Pay
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MTSS Coordinator (District)	Five (5) release periods and released from schoolwide service.
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Newspaper or Yearbook Advisor	6% or one (1) release period
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Pre-school Preparation*	\$35/half day \$70/full day
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**Subject to administrative approval. Industrial Technology, Science, and Family and Consumer Sciences are eligible.*

Special Education	Up to ten (10) optional hours at summer school rate for IEP/Schedule Verification/Direction from Assistant Superintendent of Student Services. Work completed the week before school starts, during normal working hours, with prior approval/direction from the Assistant Superintendent of Student Services.
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STUDENT CLUBS AND ORGANIZATIONS

All positions under Student Clubs and Organizations are campus-based unless otherwise noted.

Anime Club	1%
App Developers	1%
Arab Affinity Group	1%
Art Club	1%
Asian American Affinity (AAA) Group	1%
Auto Tech	1%
BBQ Club	1%
Best Buddies	1%
Blue Crew	1%
Bookworms	1%
Bowling Club	1%
Business Professionals of America (BPA)	2%
Class Sponsor-Freshmen (two per campus)	4%
Class Sponsor-Sophomore (two per campus)	4%
Class Sponsor-Junior (two per campus)	5%
Class Sponsor-Senior (two per campus)	5%
Clay Club	1%
Computer Club	1%
Construction Club	1%
Creative Writing Club	1%
Digital Media Club	1%
Dog Club	1%
Drum Club	1%
Ecology Club (sunset 2% and return to 1% at conclusion of this Agreement)	2%
Engineering Club	1%
Foreign Exchange Club	1%
FCCLA	2%
Fashion Club	1%
Fitness Club	1%
French Club	1%
French Honor Society	1%
Future Business Leaders of America (FBLA)	1%
Future Educators of America	1%
Gardening Club	1%
Habitat for Humanity	1%
If It Has Wheels	1%
Interact	1%
In Defense of Females	1%
Investment Club	1%
iRead Book Club	1%
Italian Club	1%
Italian Honors Society	1%
K-Club (Korean Club)	1%
Key Club	1%

Latinx/Hispanic Alianza	1%
League of Legends	1%
Makersquad	1%
Manga Club	1%
Mindfulness Club	1%
Mission Possible	1%
Model United Nations	1%
Movie Club	1%
Munch Bunch	1%
National Art Honor Society	1%
National Honor Society	3%
National Technical/Vocational Honor Society	1%
On Common Ground/ <u>PRISM</u>	1%
Outdoor Adventure Club	1%
Peer Mediation	2%
Photo Club	1%
Physical Education Leaders	1%
Pi Sigma Pi History Honors Society	1%
Polish Club	1%
Presentation Club	1%
Principia	1%
Psychology Club	1%
PULSE Club	1%
Random Acts of Kindness	1%
Recycling Club	1%
Ripple Effect (sunset 2% and return to 1% at conclusion of this Agreement)	2%
SeaPerch	1%
Service Club (two per campus)	1%
Sign Language Club	1%
Skate Club	1%
Skills-USA (VICA)	2%
Ski and Snowboarding Club	1%
Snowball	2%
Social Club	1%
Songwriting Club	1%
Spanish Club	1%
Spanish Honor Society	1%
Straight and Gay Alliance (SAGA)	1%
Students Against Destructive Decisions	3%
Student Council	7%
(will organize Student of the Month/Exceptional Eagle event)	8%
	or 1 release period and 1% stipend
Students Helping Achieve Racial Equality	1%
Students for the Ethical Treatment of Animals	1%
Tech Gurls	1%
Think Tank	1%
Unicef Club	1%
Urban Adventure Club	1%

Video Game Club	1%
Weightlifting Club	1%
WSC Leadership Team	1%
Young Adult Social Club	1%
Youth and Government	1%

A list of current clubs shall be provided to the Union by February 1 of each school year.

FINE ARTS & MUSICAL ACTIVITIES

All positions under Fine Arts and Musical Activities are District Positions unless otherwise noted.

Drama:

Director - Major	6%/show
Director - Minor (<i>any IHSA competition or in house performance</i>)	4%/show
Vocal Director - Major	4%/show
Choreographer	4%/show
Lighting - Major	4%/show
Costumer - Major	4%/show
Production Assistant	3%/show
Technical Director - Major	5%/show
Technical Directors - Minor	2%/show

Musical:

Director	8.5%/show
Technical Director	7%/show
Vocal Director	8%/show
Conductor/Musical Director	5.5%/show
Choreographer	6%/show
Lighting Designer	4%/show
Costumer	4%/show
Production Assistant	3%/show
Accompanist	2.5%/show
Sound Designer/Technician	3%/show

Musical Review:

Director	6%/show
Vocal Director	4%/show
Conductor/Musical Director	4%/show
Choreographer	4%/show
Lighting Designer	3%/show
Costumer	3%/show
Production Assistant	3%/show

Marching Band, Color Guard, Majorettes:

Director	12%
Assistant	8%

Orchesis:

Artistic Director	8%
Varsity	6%
Assistant	4%
Production Assistant	1.5%/year
Chamber Choir	5%
Chaperone	\$80/show
District Jazz Ensemble	4%

First Ending	1%
Game Pep Band	\$90/game
Grace Notes	1%
International Thespian-E/International Thespian-W	1%
Jazz Band-East/Jazz Band-West	5%
Ticket Taker	\$80/show
Leyden Players-E/Theatre Guild-W	1%
Unresolved	5%
Vocal Jazz Ensemble	4%

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EXTRACURRICULAR SUPPORT POSITIONS

All positions under Extracurricular Positions are campus-based unless otherwise noted.

Announcer#	\$80/game
Assistant Athletic Director	\$6,000 and one (1) release period
Athletic Activity Coordinator (per season)	3.5%
Chaperone	\$80/event
Concession	\$80/game
Fern Awards Sponsor-District	1%
Fine Arts Coordinator-District	one (1) release period and 1%
Football:	
Down Box and chains#	\$80/game
Video Tape#	\$80/game
Football Clock Operator#	\$80/game
Judges-Speech (mileage reimbursement if using own car)	\$80 (half day)
	\$115 (full day)
Leyden Sports Academy Director	1%
Mission Possible Coordinator	1%
Orientation	\$80/half day
	\$160/full day
Official	\$80/game
Literary Magazine Coordinator	1%
Scholastic Team-Moderator/Reader	\$80/game
Scholastic Team-Tournament Director	\$185/tournament
Scorer	\$80/game
Spotters	\$80/game
Student Activity Director	Two (2) release periods
Ticket Manager	\$80/game
Timer	\$80/game
Varsity Athletic Scouting (no expenses)	\$40/assign
Two (2) coach limit-football	
One (1) coach limit-all other sports	
Wall of Fame - District	2% off year/3% on year

#The announcer for football contests only and down box and chains video tape and football clock operator staff at the sophomore/varsity football contest will be paid \$80 for each game or a total of \$160 for regular season contests. All other \$80/game references are for the entire event.

All other current clubs or Superintendent approved clubs will be paid at 1%. All percentages are per person per campus unless noted as a district activity.

Teachers or staff working \$80 games and/or events shall be paid as follows:

1-5 hours = \$80

More than 5-8 hours = \$115

Overnight or more than 8 hours = \$160


Sponsors/Coaches who supervise overnight field trips/competitions will be paid the \$160 rate with a cap of three nights per event. For Special Olympics events during the summer, the overnight rate shall be \$240.

Appendix D – Health & Dental Insurance and Calculation


<u>Deductible</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Individual	\$300	\$350	\$375	\$400
Family	\$700	\$750	\$800	\$850
Out of Pocket				
Individual	\$400	\$450	\$500	\$550
Family	\$1,100	\$1,150	\$1,200	\$1,250

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Leyden High Schools Board of Education #212: HCA - Active Plan

Coverage Period: 07/01/2023 – 06/30/2024
Coverage for: Individual/Family Plan Type: PPO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-828-3116 or at www.bcbsil.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-756-4448 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$300 Individual/\$700 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Certain preventive care, prescription drugs and emergency room services are covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	For In-Network: \$400 Individual/\$1,100 Family For Out-of-Network: \$2,400 Individual/\$7,100 Family Prescription drug expense limit: \$750 Individual/\$2,250 Family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See www.bcbsil.com or call 1-800-828-3116 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

 All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Virtual Visits: \$10/visit; <u>deductible</u> does not apply. See your benefit booklet* for details.
	<u>Specialist</u> visit	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Preventive care/screening/immunization</u>	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	Preauthorization may be required; see your benefit booklet* for details.
	Imaging (CT/PET scans, MRIs)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u> ; <u>deductible</u> does not apply	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at caremark.com	Generic drugs	\$5 copay/prescription (retail) \$10 copay/prescription (mail order); <u>deductible</u> does not apply	\$5 copay/prescription (retail); <u>deductible</u> does not apply	34-day supply at Retail 90-day supply at Mail Order Rx Out-of-Pocket Expense Limit: \$750 Individual/\$2,250 Family
	Preferred brand drugs	\$20 copay/prescription (retail) \$40 copay/prescription (mail order); <u>deductible</u> does not apply	\$20 copay/prescription (retail); <u>deductible</u> does not apply	Dispensing limit may apply to certain drugs.
	Non-preferred brand drugs	\$40 copay/prescription (retail) \$80 copay/prescription (mail order); <u>deductible</u> does not apply	\$40 copay/prescription (retail); <u>deductible</u> does not apply	For Out-of-Network drug provider, you are responsible for 25% of the eligible amount after the copay. Certain women's preventive services will be covered with no cost to the member. For a full list of these prescriptions and/or services, please contact please contact CVS Customer Care at 866-526-9092.
	<u>Specialty drugs</u>	\$150 copay/prescription (retail); <u>deductible</u> does not apply	Not Covered	Coverage based on group policy. Prior authorization may be required. Specialty retail limited to 30 day supply.

* For more information about limitations and exceptions, see the plan or policy document at www.bcbsil.com.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	<u>Preauthorization</u> may be required.
	Physician/surgeon fees	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	None
If you need immediate medical attention	<u>Emergency room care</u>	\$150 copay/visit; deductible does not apply	\$150 copay/visit; deductible does not apply	<u>Copay</u> waived if admitted.
	<u>Emergency medical transportation</u>	20% coinsurance	20% coinsurance	<u>Preauthorization</u> may be required for non-emergency transportation; see your benefit booklet* for details.
	<u>Urgent care</u>	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	<u>Preauthorization</u> required.
	Physician/surgeon fees	No Charge; deductible does not apply	10% coinsurance; deductible does not apply	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Virtual Visits: \$10/visit; deductible does not apply. See your benefit booklet* for details. <u>Preauthorization</u> may be required. See your benefit booklet* for details.
	Inpatient services	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	<u>Preauthorization</u> required.
If you are pregnant	Office visits	20% coinsurance	30% coinsurance	Cost sharing does not apply for <u>preventive</u> services. Depending on the type of services, a <u>coinsurance</u> , or <u>deductible</u> may apply. Maternity care may include tests and service described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	20% coinsurance	30% coinsurance	
	Childbirth/delivery facility services	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	None

* For more information about limitations and exceptions, see the plan or policy document at www.bcbstl.com.

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Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
	Rehabilitation services	20% coinsurance	30% coinsurance	Preauthorization may be required.
	Habilitation services	20% coinsurance	30% coinsurance	
	Skilled nursing care	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
	Durable medical equipment	20% coinsurance	30% coinsurance	Benefits are limited to items used to serve a medical purpose. Durable Medical Equipment benefits are provided for both purchase and rental equipment (up to the purchase price). Preauthorization may be required.
	Hospice services	No Charge; deductible does not apply	20% coinsurance; deductible does not apply	Preauthorization may be required.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	None
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Dental care (Adult)
- Long term care
- Routine eye care (Adult)
- Routine foot care (with the exception of person with diagnosis of diabetes)
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Cosmetic surgery (only for correcting congenital deformities or conditions resulting from accidental injuries, scars, tumors, or diseases)
- Hearing aids
- Infertility treatment
- Most coverage provided outside the United States. See www.bcbsil.com
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing (with the exception of inpatient private duty nursing) (Unlimited visits per calendar year)

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.bcbsil.com.

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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the [plan](tel:1-800-828-3116) at 1-800-828-3116, U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.ccoio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Blue Cross and Blue Shield of Illinois at 1-800-828-3116 or visit www.bcbsil.com, or contact the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or visit www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your [appeal](#). Contact the Illinois Department of Insurance at 1-877-527-9431 or visit <http://insurance.illinois.gov>.

Does this [plan](#) provide Minimum Essential Coverage? Yes

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this [plan](#) meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-828-3116.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-828-3116.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-828-3116.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-828-3116.

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$300	■ The <u>plan's</u> overall <u>deductible</u>	\$300	■ The <u>plan's</u> overall <u>deductible</u>	\$300
■ <u>Specialist coinsurance</u>	20%	■ <u>Specialist coinsurance</u>	20%	■ <u>Specialist coinsurance</u>	20%
■ <u>Hospital (facility) coinsurance</u>	0%	■ <u>Hospital (facility) coinsurance</u>	0%	■ <u>Hospital (facility) coinsurance</u>	0%
■ <u>Other coinsurance</u>	20%	■ <u>Other coinsurance</u>	20%	■ <u>Other coinsurance</u>	20%
This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<i>Cost Sharing</i>		<i>Cost Sharing</i>		<i>Cost Sharing</i>	
Deductibles	\$300	Deductibles	\$300	Deductibles	\$300
Copayments	\$0	Copayments	\$0	Copayments	\$0
Coinsurance	\$100	Coinsurance	\$100	Coinsurance	\$100
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$20	Limits or exclusions	\$0
The total Peg would pay is	\$460	The total Joe would pay is	\$420	The total Mia would pay is	\$400

The plan would be responsible for the other costs of these EXAMPLE covered services.

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Dental



Plan Design for: Leyden High Schools District 212

Original Plan Effective Date: July 1, 2016

Network: PDP Plus

The Preferred Dentist Program was designed to help you get the dental care you need and help lower your costs. You get benefits for a wide range of covered services — both in and out of the network. The goal is to deliver affordable protection for a healthier smile and a healthier you.

Coverage Type:	In-Network ¹ % of Negotiated Fee ²	Out-of-Network ¹ % of R&C Fee ³
Type A - Preventive	80%	80%
Type B - Basic Restorative	80%	80%
Type C - Major Restorative	80%	80%
Type D - Orthodontia	50%	50%
Deductible		
Individual	\$0	\$0
Family	\$0	\$0
Annual Maximum Benefit:		
Per Individual	\$2000	\$2000
Orthodontia Lifetime Maximum - Ortho applies to Child Only	Child to age 19	
	\$800 per Person	\$800 per Person
Dependent Age:	Eligible for benefits until the day that he or she turns 26.	
<p>1. "In-Network Benefits" refers to benefits provided under this plan for covered dental services that are provided by a participating dentist. "Out-of-Network Benefits" refers to benefits provided under this plan for covered dental services that are not provided by a participating dentist.</p> <p>2. Negotiated fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.</p> <p>3. Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of:</p> <ul style="list-style-type: none">the dentist's actual charge (the 'Actual Charge').the dentist's usual charge for the same or similar services (the 'Usual Charge') orthe usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th percentile. Services must be necessary in terms of generally accepted dental standards.		