Glenview Public Schools

Glenview, Illinois

CONSTITUTION

An Agreement Between

The Glenview Education Association
and

The Board of Education
of the Glenview Public Schools

2023-2028



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PREAMBLE

The Glenview Public Schools shall assist families in fulfilling their responsibilities by providing a quality educational program which is based on the premise that each child can learn. Primary emphasis shall be placed on learning which will prepare children for success in the future as mature, productive adults. Recognizing the aspirations of the community and the needs of each student, a comprehensive educational program shall be provided within a nurturing, supportive, and inclusive environment. The program shall assist each child to develop the ability to think creatively, solve problems of greater complexity as the child matures, recognize one's role in a democratic society which interfaces with a complex and varied world culture, develop positive relationships, and be adaptable to the changes to which society and the student will be subjected with greater frequency. To accomplish all of this, emphasis shall be placed on the diversity of our learners and the process of learning with the intent of developing a joy for lifelong learning.

MISSION

Recognizing the needs of each child and believing all children can learn, the mission of Glenview School District 34 is

To empower all learners to:

Aspire to reach their highest potential

Explore their passions and interests

Discover pathways to success

Connect with each other, the community, and the world

PRINCIPLES

The following principles shall guide our efforts:

- 1. WE RECOGNIZE that the primary educator of all children is the family unit.
 - **WE ARE COMMITTED** to encourage and provide opportunities for informed meaningful parental involvement in the District's educational process.
- 2. **WE RECOGNIZE** that the standard by which we evaluate all of our efforts is whether these undertakings advance the well-being of children entrusted to us.
 - WE ARE COMMITTED to this standard.
- 3. **WE RECOGNIZE** the importance of broad-based involvement in decision making in matters of such importance as the education of children.
 - **WE ARE COMMITTED** to structures and processes which rely on collaboration and consensus* in making educational decisions.
- 4. **WE RECOGNIZE** the importance of educators being involved in the setting and implementing of standards of professional practice, receiving appropriate recognition for their efforts, and having opportunities for growth and advancement.
 - **WE ARE COMMITTED** to the growth of teaching as a profession.
- 5. **WE RECOGNIZE** the great responsibilities involved in the educational process.
 - **WE ARE COMMITTED** to holding ourselves and each other accountable in these matters, by processes which will assess fulfillment of mutually determined goals and objectives.
- 6. WE RECOGNIZE that we always can do better.
 - **WE ARE COMMITTED** to encouraging innovation and creative risk-taking in the pursuit of excellence in education.
- 7. **WE RECOGNIZE** the diversity present in our school communities.
 - **WE ARE COMMITTED** to placing educational decision making in the hands of those involved at the building level, with a lens toward promoting equity and valuing the diversity of our community.
- 8. **WE RECOGNIZE** that resources are finite.
 - **WE ARE COMMITTED** to thoughtful use of resources to achieve our mission.

These principles shall provide the framework for the relationship between the Board of Education and the Glenview Education Association as we collectively provide professional services to the students of the District. As part of this relationship, the Board recognizes the Association's responsibility to represent the teaching profession, and the Association recognizes the Board's responsibility to represent the community.

In this relationship, the Board will continue to set the broad goals and mission of the District, and the Association will participate in determining how best to meet these goals and realize this mission.

*In the implementation of this Agreement, the definition for consensus provided in Appendix C shall be used.

ROLES

In fulfilling their roles in the implementation of this Constitution, the parties will be guided by the following Dispositions and Commitments:

- A belief that all decisions should be child-centered and consistent with our mission and goals
- A belief their behavior should promote and encourage empowerment
- An obligation to establish and maintain cohesive interdependent teams with a high commitment to respect
- A belief that learning is a life-long endeavor and that their behavior should promote and encourage risk-taking in order to foster creativity and innovation

BOARD

The Board, as the elected representatives of the community, has the responsibility for the governance of the District. In exercising this role, the Board shares with the professional staff through a collaborative, consensus decision-making model the responsibility for determining how the goals and mission of the District might be achieved. In taking this action, the Board retains the following rights:

- To establish goals and expectations for the District that are enhanced through the work of the Constitution. The Board establishes the ends; the committees and councils determine the means.
- To evaluate whether the District is performing at a level consistent with the expectations of the community and in keeping with the goals and policies of the Board.
- To employ all personnel in the District and to establish or approve expectation standards for continued employment, and/or promotion, and/or demotion. One of the expectations is that the Board and all district employees will support and carry out the principles and processes of the Constitution.
- To take action on all expenditures of funds. To exercise whatever other rights and responsibilities are granted to it by the statutes of the State of Illinois except in those areas specified in this Agreement where the Board has agreed to share decision-making with the Association.

EDUCATOR

The following expectations are meant to serve as guidelines to all involved in the implementation of this Agreement.

An educator employed by the Glenview Public Schools should look upon their role in a holistic professional manner. The teaching role extends beyond an educator's most important role, the interaction with students in the classroom. In addition to this role of teaching, a professional educator in Glenview is expected to engage in activities such as those required for planning for instruction, district or school committees, grade level work, parent/educator conferences, parent/educator relationships through curriculum nights and open houses, and supervision, all of which may extend beyond the school day.

This collaborative, multi-faceted role includes:

- 1. Planning for instruction and assessment on an individual basis.
- 2. Planning with colleagues at a grade level, on a team, and/or in a department to promote student learning and the success of all learners.
- 3. Planning for building-wide school improvement.
- 4. Planning at the district level through participation on committees when necessary.

A professional educator's role also includes the requirement for continuing self-development. Participation in required and voluntary staff development workshops contributes to one's growth. Staff members are encouraged to pursue advanced education, which will prepare them for administrative, professorial and other leadership roles either within or outside the District.

The professional educator's role in Glenview is one of growing, giving, sharing, and receiving. It is a role of learning, both for students and the professional. Additionally, it is recognized that a professional has a life beyond their profession. Therefore, expectations, though high, must be realistic to recognize personal roles as well. Indeed, the professional who sets limits and nurtures other parts of their life is better able to contribute to that profession. Achieving a balance between work and leisure allows educators to model the importance of a life enriched by positive personal relationships and by active participation in a free society.

PRINCIPAL

A principal has a clear sense of purpose and is committed to serving all members of the school community. As the instructional leader, the principal possesses a deep understanding of the teaching and learning process and believes the best use of time is providing learning and growth opportunities for others. Principals are responsible for cultivating a supportive learning community. They develop and maintain positive and trusting relationships and strive to create an atmosphere of mutual respect. They understand, practice, and promote collaboration in their work with staff members, parents and students. They ensure that "learning for all … whatever it takes" is the driving force behind every decision. Principals have clear goals that are aligned with the District's Strategic Plan. They share accountability for student growth and find ways to measure and document student growth.

SUPERINTENDENT / GEA PRESIDENT COLLABORATION

The Superintendent and Association President will meet on an as needed basis to generally discuss educator professional responsibilities.

ORGANIZATION: BUILDING

BUILDING COUNCIL

Each building shall establish a Building Council which, collaboratively with the principal, shall determine how the school can best achieve the goals and expectations established by the Board and the building staff. The Building Council shall develop policies and/or procedures related to the organization, budget and educational program for each respective school. These policies and/or procedures may address scheduling, student assignment, recommendations concerning

instructional staff selection, staff assignment, and other professional matters as may be appropriate, and shall be consistent with district goals and expectations. These policies and/or procedures should be recorded in a "Decision Making/Responsibility Matrix" for the building, and this matrix should be reviewed annually. In addition the Building Council shall develop a School Improvement Plan, which addresses local needs and evaluates the success of such programs in the improvement of student achievement. The structure of the Building Council, which includes the principal, assistant principal and certified staff, shall be left to the discretion of the staff and principal in each building.

The Building Council shall operate according to the consensus model of decision making. When a decision cannot be achieved by consensus, the issue shall be presented to the District Coordinating Council (see p. 8) which shall attempt to assist the Building Council to resolve the issue. If a resolution cannot be facilitated, the District Coordinating Council shall address the issue.

The principal shall administer the building in accordance with the principles of the Constitution and established policies and procedures. In areas where a policy, procedure or practice may not exist, or while a matter is under deliberation or appeal to the District Coordinating Council, the principal shall have full authority to act in a manner which best serves the needs of the school.

During negotiations in 2019 for a successor Agreement, the Board and the Association agreed to implement changes in the definition of the term "consensus" (See Appendix C). As a result, the District Coordinating Council will review the results of implementation of such changes as needed. In performing this review, the Coordinating Council will seek input, as may be necessary, from all Building Committees.

ORGANIZATION: DISTRICT

The District is organized to provide flexibility to schools yet maintain a "school system." To facilitate the operations of the District, and toward the goal of being an inclusive, equitable school system, three standing committees shall be established. The three committees shall be:

EDUCATION, PERSONNEL, and COMPENSATION

Each committee shall be composed of eight (8) educators, one from each school; a Board member; the Superintendent or designee; a District administrator; a principal; and the President of the Association or designee. Two of the eight (8) educator representatives will serve as co-chairs on the committees.

The Association shall select eight (8) educators, one from each school, to serve on each committee. The Superintendent shall appoint a principal and a District Office administrator to serve on each committee. If the Board should choose to have a member serve on any or all committees, the president of the Board shall appoint a board member to serve on said committee(s). The terms of each educator and principal representative shall be two years, with a limit of three successive terms. The term of the Board representative will be two years. A transitional meeting will be held during the last standing committee meeting of the school year, usually in June. During the transitional meeting, the outgoing standing committee members will remain in their role as a voting member of the committee until the end of the meeting. The term for the incoming standing committee member will begin at the end of the meeting. At that time, the incoming members, along with continuing members, will elect new co-chairs for the committee for the following school year. The incoming standing committee members participate in any summer work

following the last standing committee meeting of the school year. The standing committee stipend for incoming members will begin in the fall of the next school year.

The co-chairs, administrator, and GEA President shall be responsible for developing the agenda for the meetings. The co-chairs shall be responsible for the overall operations and effectiveness of the respective committee. The co-chairs, administrator, and GEA President shall be responsible for maintaining a record of the proceedings of each meeting and distributing them to the members of the committee.

Each committee shall meet as often as it deems necessary to address issues relative to its area of responsibility and shall operate according to the consensus model of decision-making. When a decision cannot be achieved by consensus, the issue shall be presented to the District Coordinating Council, which shall attempt to assist the committee to resolve the issue. If a resolution cannot be facilitated, the District Coordinating Council shall address the issue. In cases where time is of the essence, the Superintendent and the President of the Association shall confer and arrive at an interim resolution until the issue can be addressed by the District Coordinating Council.

Each Standing Committee may establish Ad Hoc committees as appropriate to address specific issues or matters otherwise within the Committee's purview. All final recommendations of an Ad Hoc committee will be presented to the relevant Standing Committee for evaluation.

In fulfilling this Agreement and other responsibilities, the Superintendent may make decisions necessary to maintain the proper functioning of the District.

Any committee decision which recommends an expenditure of District funds shall require approval by the Board.

EDUCATION COMMITTEE

The Education Committee, in keeping with the goals and expectations of the District as established by the Board, shall coordinate activities in the areas of:

- Curriculum
- Instruction
- Student assessment and data analysis
- Staff development
- Organization for instruction
- Program evaluation
- · Overview and coordination of district technology and related staff development
- Other areas related to the instructional program

School and District level educational initiatives are subject to the approval of the Education Committee, i.e.

- School Improvement Plans
- · Pilot projects generated by staff, the Board or the community

PERSONNEL COMMITTEE

The Personnel Committee shall coordinate activities in the areas of educator evaluation in accordance with the procedures as delineated in the By-laws. In addition, the Personnel Committee shall develop and/or review policies and/or procedures concerning educator and Association rights and educator welfare issues in keeping with the goals and expectations of the District as established by the Board.

When filling non-administrative career development positions, the GEA President will appoint educator representatives to serve on an interview committee along with the Assistant Superintendent for Human Resources. The final authority to employ individuals to fill such positions rests with the Board.

TWO STANDING SUBCOMMITTEES SHALL BE ESTABLISHED AS FOLLOWS:

1. Evaluation Committee

The committee will make recommendations to the Personnel Committee regarding educator evaluation in the following areas:

- a. Formulation, review and revision, as needed, of the educator evaluation plan including the criteria, instruments, timelines and procedures used to assess the performance of tenured and non-tenured educators.
- b. Monitoring and ensuring that the educator evaluation plan is in compliance with legal regulations.
- c. Monitoring the educator evaluation processes on a continuing basis to ensure reliability and validity.

The members of the Evaluation Committee will include: the GEA President; the Personnel Committee Co-Chairs; one educator representative from each school; one principal from each level; and the Assistant Superintendent for Human Resources. Other members may be added with the committee's approval.

2. Sick Leave Bank Review Board (see Article VIII.A.5)

COMPENSATION COMMITTEE

The Compensation Committee shall develop procedures and recommend policies to the Board in the areas of salaries, stipends, and fringe benefits, in keeping with the goals and expectations of the District as established by the Board. In addition, the Compensation Committee may make recommendations to the Board as the budget is developed.

A STANDING SUBCOMMITTEE SHALL BE ESTABLISHED AS FOLLOWS:

Insurance Committee

The Insurance Committee shall be composed of the members of the Compensation Committee and two representatives from the Support Staff. Insurance Committee meeting(s) will be added to the Compensation calendar at the beginning of the year. This committee is responsible for making recommendations to the Compensation Committee regarding annual insurance rates and escrow balances. In addition, the committee will monitor the performance of the insurance administrator and consultant, recommending changes as needed.

DISTRICT COORDINATING COUNCIL

Members of the Committee:

- · President of the Glenview Education Association
- Superintendent
- · Other individuals deemed relevant to conducting the business of the Council

The District Coordinating Council shall monitor the implementation of this Agreement in order to:

- · Steward the vision of our collaborative governance framework
- Safeguard the principles of the Constitution (p.2)
- Gather and disseminate information related to the Constitution, and advocate for adherence to its principles, practices, and processes

COORDINATING COUNCIL PROCEDURES

- A. Coordinating Council is chaired and facilitated by the Superintendent who creates the agenda collaboratively with the GEA President.
- B. The District Coordinating Council shall meet as needed and shall operate by the consensus model of decision making.
- C. In the event that the District Coordinating Council is unable to reach consensus on any matter, the matter will be resolved by the Superintendent and the GEA President.
- D. In the event that the District Coordinating Council is called to act in any of the above areas but, because of time constraints, is unable to act, the Superintendent and GEA President will jointly discharge the District Coordinating Council's responsibility on an interim basis.

THE DISTRICT COORDINATING COUNCIL HAS TWO ASPECTS TO ITS WORK:

District Coordinating Council monitors the work of Standing Committees and Building Councils to ensure adherence to the Constitution.

1. MONITORING ADHERENCE TO THE CONSTITUTION

a. **STANDING COMMITTEES**

i. To ensure that committee decisions are in alignment with the Constitution's Principles, and District's Strategic Goals, standing committees will provide a report upon request, including self-assessment_using the Coordinating Council Protocol for Standing Committees.

b. **BUILDING COUNCILS**

- i. At the end of the school year, Building Councils will reflect and self-assess the effectiveness of matrices and building council norms/guidelines.
- c. **DISTRICT LEADERSHIP** (ADCO, GEA Elected Officers, and Standing Committee Representatives, Board of Education, GPA President others may be included)
 - i. District Coordinating Council will measure its effectiveness annually and share with the District Leadership

- ii. Constitutional topics to be recommended for an annual leadership retreat
- d. A Building Council, District committee or subcommittee also may request intervention by the District Coordinating Council when it is unable to reach a consensus on an issue. The decision of the District Coordinating Council regarding appeals shall be final and binding, and may include the suspension of the operations of any Building Council. No concerns, complaints, or appeals regarding the actions, inaction, or deliberations of a Building Council, District committee or subcommittee, or the District Coordinating Council, shall be handled through the grievance procedure. District Coordinating Council hears and acts on appeals to the actions of any Building Council or District committee or subcommittee.

2. CONSTITUTION TRAINING

The District Coordinating Council develops and oversees an on-going Constitution training program for Standing Committees, Building Councils, all certified staff members, the Board of Education, administrators, District committees and subcommittees.

AMENDMENTS TO THE CONSTITUTION

Amendments and changes to this Constitution and/or its By-laws will be made as follows:

- 1. Any amendment or change will be made through a written Memorandum of Understanding (MOU), unless made through negotiations for a successor Constitution.
- 2. The Superintendent and GEA President will review the proposed MOU to ensure that it reflects the agreement of the parties, including its ramifications and effects on other committees.
- 3. The recommended MOU will then be ratified as determined by the GEA Executive Board and approved by the Board of Education.

BY-LAWS

ARTICLE I - ASSOCIATION AND EDUCATOR RIGHTS

A. Recognition

1. The Board of Education of Community Consolidated School District 34, Cook County, Glenview, Illinois, hereinafter referred to as the "Board," recognizes pursuant to current law the Glenview Education Association (which the Board acknowledges is an affiliate of the IEA/NEA,) hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and part-time regularly employed licensed educators, except for the Superintendent and other central office professional staff, principals, assistant principals, coordinators of student services, substitutes, educational associates, paraprofessionals, and

all administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline or evaluate educators, or having the responsibility to make recommendations thereon.

- 2. The term "educator" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in the above section. No educator shall be excluded from the negotiating unit based upon their participation, through committees or otherwise, in any manner of institutional governance or educational policy, nor will such participation by any member in any way alter the structure of the negotiating unit.
- 3. The Board agrees not to negotiate with any educator organization other than the Association during the duration of this Agreement, except as provided by law. The Board agrees not to negotiate with any educator individually during the duration of this Agreement on matters covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual educator employment contracts by the Board to non-tenured educators, provided only that such individual educator employment contracts shall be made to conform to this Agreement. Part-time members of the bargaining unit shall be granted a pro rata share of salary, leave, and fringe benefits, except in cases where the insurance companies/providers require the exclusion of individuals because of their part-time status.

B. Association Meetings & Association President

In the event that the Association desires to send, at its own expense, representatives to national or state affiliate conferences, conventions, or workshops, these representatives shall be excused for such purposes without loss of salary for not more than ten (10) school days in the aggregate. The Association shall reimburse the District for the cost of the substitute(s) for these ten (10) days.

Also, no individual educator shall be excused for more than five (5) days in any school year, and the frequency of excused leaves shall not impair the quality of classroom instruction. A written request for leave shall be submitted to the Superintendent five (5) days prior to the requested leave date.

For the purpose of assisting in the continuing implementation of the Agreement between the Board of Education and the Glenview Education Association, the President of the Association will, subject to the additional provisions of this Section, be provided 50% release time per year, contingent upon the Association contributing an amount equivalent to 10% of the President's salary toward defraying the cost of said released time. The District will invoice the GEA annually for the stipend amount, which will be payable by June 1st of each school year.

In recognition for services performed in furthering the implementation of the Constitution, the Board will contribute \$5250 annually to a non-elective, employer-funded, post-retirement 403(b) account on behalf of the GEA President. This amount will be paid for each year of service as GEA President beginning with the start of the 2019-20 school year.

C. Appearance Before the Board

When any educator is required to appear before the Board, any Board Committee, the Superintendent, or the Assistant Superintendent for Human Resources concerning any matter which could directly affect the continuation of that educator in their employment, or could affect their salary or any increment pertaining thereto, the educator shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent them during such meeting or interview.

D. Review of Personnel File

Each educator shall have the right, upon written request, to review the contents of their personnel file, with the exception of letters of reference which were written with the intention of remaining confidential. The educator shall be permitted to place on the file written reactions to any of the contents reviewed. A representative of the Association may, at the educator's request, accompany the educator in this review. Such review shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. Neither the educator nor their representative shall permanently remove any material from the file, but the educator shall have the right to hand copy any material available to them under this section, or to have such copies made by District office personnel at the usual and customary cost.

E. Suspension Without Pay

Any suspension of an educator without pay shall be for cause.

F. Maintenance of Membership

- 1. The Board will deduct all association dues authorized by educators. All dues deducted by the Board shall be transmitted to the treasurer of the Association in five (5) installments during the months of November through March.
- 2. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - i. The Board gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - ii. The Board gives reasonable cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
- 3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this Article. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE II - WORKING CONDITIONS

A. Duty-Free Lunch

Full-time educators will be scheduled for a duty-free lunch period daily. The length of this period shall remain the same as in the 2022-23 school year and will be consistent with the requirements of the Illinois School Code. Generally, activities during this period are self-directed by the educator.

The expectation is for administration to avoid scheduling meetings that conflict with the educator's duty-free lunch period. Unless otherwise unavoidable, educators may, on occasion, be required to attend meetings to include, but not limited to: student IEP meetings, Section 504 meetings, Behavior Management meetings, and Safety Plan meetings. In the event the educator is required to attend such meetings, the educator shall have the option of receiving the relevant stipend or, if possible, be scheduled for an alternate duty-free lunch period between 11 am and 2 pm on the same day.

If the educator chooses to voluntarily forfeit the lunch period on a given day to perform other professional activities, no compensation or alternative duty-free lunch period will be provided.

B. Educator Safety

The Board and the Association agree that a safe and secure workplace is essential for educators to perform their duties. To that end, the Board and Association agree as follows:

1. District Procedures Relating to Workplace Injuries

Injuries need to be reported to building administration as soon as practicable. Questions concerning the process and completion of required forms should be directed to the educator's supervisor or the building principal. Educator workplace injuries will be documented and processed consistent with the requirements of the Illinois School Code, Board policies, and Illinois law relating to employee injuries on the job. The relevant laws, policies, procedures and forms required to report workplace injuries are found in the District **Business Services Handbook**. Whenever possible, the educator should submit the required information within 72 hours of the injury. New educators shall be informed of these procedures and forms as part of the orientation process.

2. Assault / Battery of an Employee

In the event that while at work an educator is the victim of an assault or battery by a student, parent, staff member or community member, the first priority is the well-being of the educator. The Administration will assist the educator in securing needed medical attention.

The educator will be expected to file a written incident report. Any witnesses to the event will be asked to report what they witnessed. The Administration will assist the educator with reporting the incident to local law enforcement and other relevant

authorities. If a student is the perpetrator of the event, the educator will be generally informed of any action taken by the Administration. Prior to the student's return to school, the relevant educator(s) will be consulted in the development of the safety plan, if any, and informed in writing of the conditions for such return.

3. Lost Work Time

An educator required to miss a reasonable amount of work time as a result of a work-related assault or battery will suffer no loss of pay or benefit time. Verification of the need to be absent will be required.

ARTICLE III - CALENDAR

During the term of this Agreement, the school calendar shall be as follows:

- (a) For each of the school years within the term of this contract, the school calendar shall consist of 190 days, of which 185 will be student attendance or professional days and five (5) will be emergency days. In establishing the school calendar for each year within the life of this contract, the Board shall give full consideration to a timely recommendation from the Personnel Committee as to the starting and ending dates and other calendar considerations for each such year.
- (b) In addition to the annual total of student attendance, professional, and emergency days as provided in paragraphs (a) & (b) of this Article, the school calendar for a new educator to the District shall include an additional five (5) professional pre-service days as scheduled by the District.

Except as otherwise specified in paragraphs (a) & (c) of this Article, the decision on allocation of the school calendar days between student attendance or professional development days or portions thereof rests with the Board, subject to consultation with the appropriate Constitutional Committees. Decisions regarding theme and plan of professional development days rest with the Education Committee, subject to consultation with the appropriate consultative parties.

In the event that circumstances beyond the control of the Board require a change in this school calendar, the Board and the Association will avail themselves of the provisions of the Illinois School Code to address the situation. This calendar may be modified by the addition of one or more days that the Superintendent of the Education Service Region, the State Superintendent of Education or any other official or official agency over which the Board has no control should direct that an Institute Day or any other type of day shall be held or observed. When an educator takes any leave without pay or fails to complete a school year for any reason, the educator's per diem pay rate for purposes of salary adjustment will be 1/185 of their annual salary for the school years in which the absence occurs.

One (1) day each week for 30 weeks is designated a "late start "day. On such days, educators will report at their regular time to engage in professional development and collaboration activities consistent with the purposes recommended by the District Education Committee. Students will

report one (1) hour later than normal. The late start dates will be determined at each organizational level (i.e. primary, intermediate and middle school)

ARTICLE IV - VACANCIES AND TRANSFERS

A. Vacancies

During the school year, the Superintendent or their designee shall announce all vacancies as they occur in the District publication, and other electronic methods (e-mail, website, etc.). During the summer vacation, vacancy notifications shall be announced by procedures agreed upon by the Association. In addition, a person designated by the Association will receive more frequent notification during the summer, provided the Association makes this request in writing. A vacancy shall exist when the number of educators in a particular school building is less than the number of teaching positions in one of the following categories: art, music, physical education, English language learning, special education, speech/ language, social work, psychologist, learning resource center, departmental areas at middle schools, preschool, kindergarten–grade 2, grades 3–5, drama, gifted, Instructional Innovation Specialist, global language.

B. Voluntary Transfer

Any educator may apply for a transfer to fill a specific vacancy which exists in the District. Application for such transfer shall be in writing to the Superintendent or their designee and shall specify the specific position requested. All such requests shall be reviewed in consideration of the needs of the District and the interests and aspirations of the individual educator.

Certified staff members interested in a voluntary transfer to another building in the District, even if the desired position is not currently available, need to submit a written request by May 1 to the Human Resources Department. Requests must be received by this date for consideration. Human Resources will share transfer requests with principals on an ongoing basis.

Transfer requests shall be processed according to the following procedures:

- The educator interested in the transfer will be included on the eligibility list for the specified vacancy and will be granted an interview.
- The respective building principals will then review the credentials of each available candidate and will recommend for appointment the candidate whom they feel is best qualified for the position in the respective school.
- Decisions that have been made regarding transfer requests will be communicated in writing to applicants.

Prior to the District-wide posting of vacancies, the building principal shall post each teaching position, which is available within the building electronically and/or by hardcopy. Educators interested in an intra-building reassignment shall make their desires known in writing to the principal of their school. The building principal may reassign the educators involved if they determine it is in the best interest of the school and District to do so. Tenured educators shall have preference over non-tenured educators in all situations where the principal determines both candidates to be equally qualified.

When a District-level certified position or building level certified non-classroom position for which there is only one position per building (e.g., Instructional Innovation Specialist, LRC) is posted after May 1st, certified staff members (who have not already submitted a voluntary transfer request for that position) may submit a written voluntary transfer request to HR for that specific position.

C. Involuntary Transfers

Involuntary transfers of educators shall be affected when the Superintendent determines:

- a. it is for good and sufficient cause; or
- b. that a building has surplus staff.

In cases when an involuntary transfer is necessitated because of a surplus number of staff members, the educators in the building shall be advised of the need for a reduction and shall be given an opportunity to request voluntary transfers. In the event that an adequate number of qualified volunteers are not obtained, the Administration shall implement the following procedure:

- 1. A written determination shall be made as to the needs of the building and/or the District.
- 2. Each educator's academic and professional qualifications shall be assessed in relation to building/district needs.
- 3. Unless the above procedure indicates the retention of specific educators, educators shall be transferred according to seniority, which would result in the transfer of educators with the least amount of district seniority.
- 4. After the Administration has made a determination as to which educator(s) shall be transferred, it shall notify the staff in the building of the decision made as soon as practicable.

Any educator who is involuntarily transferred may request a formal meeting with the evaluating supervisor to explain the results of their assessment through the above procedure. The involuntarily transferred educator may bring a representative to the meeting.

Any educator affected by an involuntary transfer shall be released by the Board from their contract if they so request in writing. A educator who has been involuntarily transferred shall be given consideration for any vacancy which may become available within one year of the involuntary transfer. Application for such consideration must be made in writing to the Superintendent or their designee and must specify the particular vacancy desired. If the request for transfer is not granted, the educator shall be notified. Upon the request of the educator, reasons for the denial shall be given in writing.

ARTICLE V - REDUCTION IN FORCE

The *School Code* shall govern reductions in force and recall of educators except as modified by this Article.

When the Board decides that it is necessary to terminate the employment of tenured educators in order to reduce the number of educators in the District because of decreased enrollment or to

decrease expenditures, the President of the Association will be notified in writing of such action in advance of any public announcement. Upon written request by the Association to the Superintendent, representatives of the Association shall be given an opportunity to discuss and provide input relative to such reductions in staff at a meeting with the Superintendent.

Under the School Code, educators are placed in one of four categories based on their evaluation. In the event of a reduction in force, among educators qualified to hold a position, educators must be dismissed in the order of their groupings, with educators in grouping one dismissed first and educators in grouping four dismissed last. As between or among educators in grouping two with the same average performance evaluation rating and within each of groupings three and four, the educator or educators with the shorter length of continuing service with the school district must be dismissed first. Accordingly, length of continuous service in the District as utilized in Section 24-12 of the *School Code* will be determined as follows:

- (1) Years of continuous service as an educator in the District. Less than full-time teaching service will be computed on a pro rata basis. Time on unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service.
- (2) If total continuous service as an educator with the District is equal between two or more educators, then the order of dismissal and/or recall will be determined by total service as an educator with the District, whether or not continuous. (Such service will be computed as described in (1) above.)
- (3) If a tie remains after the application of the procedures as described in (1) and (2) above, then the order of dismissal and/or recall will be determined by vertical and horizontal credit on the salary schedule with the person with more credit considered senior.
- (4) If a tie remains after the application of the procedures as described in (1), (2) or (3) above, the order of dismissal and/or recall will be determined by total teaching service in the grade level or teaching area available to those educators being considered as equal in services.
- (5) If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. Definitions and Basic Principles
 - 1. Any complaint by an educator or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement, shall be a grievance. However, as stipulated in the Agreement, no concerns, complaints or appeals regarding the actions, inactions or deliberations of any Building Council, District Committee or subcommittee or the District Coordinating Council shall be grievable.
 - 2. All time limits consist of educator employment days, except that during summer vacation periods, time limits shall consist of all School District office workdays.
- B. The parties hereto acknowledge that it is usually most desirable for an educator and their

immediately involved supervisor to resolve problems through free and informal communications. When requested by the educator, an Association representative may accompany the educator to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the educator, a grievance may be processed as follows:

- 1. The educator or the Association shall present the grievance in writing to the supervisor immediately involved within twenty (20) days after the alleged violation occurred. The written grievance shall include: a) the factual basis for the grievance; b) the provisions of this agreement which are alleged to have been violated or misapplied; and c) a specific remedy requested. Within ten (10) days after the grievance has been submitted, the parties shall meet in an attempt to resolve the grievance. The supervisor shall provide a written answer, which shall include reasons for their decision, to the aggrieved educator within ten (10) days after the meeting. At this and all future conferences regarding the grievance, the educator may be represented by the Association representative if they so choose.
- 2. If the grievance is not resolved at step one, the grievance may be referred to the Superintendent or their designee within ten (10) days after receipt of the step one answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of their receipt of the appeal. Each party shall have the right to include in their representation such witnesses and counselors as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent shall have ten (10) days to provide their written decision, with reasons, to the grievant.
- 3. If the grievance is not resolved at step two, the grievance may be referred to impartial arbitration. The grievant shall submit in writing a notice to the Board within thirty (30) days of receipt of the step two answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the American Arbitration Association will be requested to provide a panel(s) of arbitrators. The arbitrator shall be selected in accordance with the practices of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties.
 - a) The arbitrator shall have no power to alter the terms of this Agreement nor to amend, modify, nullify, ignore or add to the provisions of this Agreement. Their authority shall be strictly limited to deciding only the issue or issues presented to them in writing by the parties involved and their decision must be based solely and only upon their interpretation of the meaning or application of the express relevant language of this Agreement.
 - b) The Board and the Association shall bear equally the costs of arbitration proceedings. All legitimate expenses incurred by the arbitrator and their fee shall be shared equally by the Board and the Association. Each party shall be responsible for compensating its own legal counsel, representatives and witnesses, if they are necessary to process the grievance.
 - c) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties. If a copy of the

- transcript shall be furnished to the arbitrator, the cost of such shall be paid as part of the costs for the arbitration proceedings.
- d) All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned plus interest, less any state unemployment compensation or other salary that they may have earned on a replacement job during the period of back pay.
- C. Any educator or group of educators shall have the right to present a grievance in accordance with these procedures. A group shall consist of educators who hold the grievance in common.
- D. An educator who participates in a grievance shall be free from disciplinary action or reprisal because of such participation.
- E. Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a written decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual consent.
- F. It is agreed that any investigations or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference or interruption whatsoever of the educator's obligations and duties related to the instructional program.
- G. While the grievance is being processed, the discussions relative to the grievance by any administrator with the aggrieved shall be made only in the presence of the designated representative, provided the educator indicates in writing to the Superintendent and the Association that this is their desire.
- H. The parties agree to make every reasonable effort to schedule arbitration hearings at times when educators can be present to represent the Association or testify as witnesses without interfering with their teaching or other assigned duties. If an educator is required to represent the Association or testify during their regular assignment, said educator shall be released for such purposes, and the Association shall reimburse the District for the cost of the substitute(s) necessitated to comply with this provision.
- If a grievance arises from an action of the Superintendent, the grievance shall be filed at step two.
- J. All documents, communications, and records generated by the processing of a grievance shall be filed separately from the personnel file of the grievant.
- K. If any employee or the Association files any claim or complaint in any court of law, with any governmental agency or with any adjudicative body other than under this grievance procedure, then the School District shall not be required to process the same claim or set of facts through the grievance procedure. This provision shall not apply to unfair labor practice changes filed with the Illinois Educational Labor Relations Board.
- L. A grievance may be withdrawn at any level by mutual consent of the parties without establishing precedent.

ARTICLE VII – PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

A. Compensation

1. The compensation schedule for educators with bachelor's or master's degrees for the 2023-24 and 2024-25 school years shall be as set forth in Appendices A and B of this Agreement. In creating the two schedules, the Board and GEA agreed to add the following amounts to the base salaries of the two schedules: in 23-24, 2.65% to the BA and MA lanes in addition to the cost of the step; and in 24-25, 2.75% to the BA and MA lanes in addition to the cost of the step (which increased by 1% for BA steps B-O through B-Z+6 in 23-24 and 24-25). For the remaining years of this Constitution, each educator's base salary will be increased annually according to the matrix below:

School Year	Increase to Educator's Base Salary
2025-26	5% over 2024-25
2026-27	3% over 2025-26
2027-28	3% over 2026-27

Such schedules and annual increases shall be effective as of the first educator employment day of each school year and include the employee's contributions to TRS and THIS, which shall be paid to the Illinois Teachers' Retirement System.

For contract years 2025-26, 2026-27 and 2027-28, any educator who earns a Master's degree will receive a \$2500 increase in base salary before the annual (above) percentage increase is applied.

- 2. Subject to satisfactory performance and where applicable, an educator shall advance one (1) step from the prior year on the applicable salary schedule as set forth in Appendices A and B with each full year of additional experience.
- 3. Subject to satisfactory performance and where applicable, a part-time educator will advance one (1) step on the salary schedule for each calendar year of experience in the District. Salary will be proportionate to their part-time status.

B. Prior Experience Credit

Teaching experience outside of District 34 will be recognized for initial placement on the salary schedule based upon the following criteria:

- 1. No more than seven (7) years of prior experience will be granted, except for areas of critical need as identified by the District, in which case there is no limit to the prior experience credit granted.
- 2. Educators who taught less than a full year must have taught at least 120 full days in a year to receive credit for that year.

- 3. Educators who taught less than a full day must have taught the equivalent of at least 120 full days to receive credit for a year of service (e.g. half-time educators would not receive credit for a year of experience until they had complete two years of service).
- 4. Educators must have held a valid teaching license and must have been employed in a position for which a license was required by the Illinois State Board of Education (or its out-of-state equivalent agency) at the time the experience was gained.
- 5. In the event that a new hire in a critical needs position is placed at a salary level greater than a then-current educator with the same experience, the then-current educator(s) will have their salary adjusted to avoid being paid less than the new hire with the same level of experience.
- 6. Annually the Superintendent or designee will notify the GEA President of the prior experience credit granted to newly hired educators.

C. Summer School

Summer school shall be compensated at the rate of \$41.95 per hour for the duration of the contract.

D. Continued Professional Preparation

- a. In order to move from the BA lane to the MA lane, pre-approval for the master's program shall be obtained through the Human Resource Office.
- b. When an educator receives a master's degree prior to the start of the school, the educator will be advanced to step B of the Master's Schedule. If the educator's current salary is in excess of the salary of Step B, the educator shall be placed on the Master's Schedule at the salary level closest to the salary they last received in the District and then will be advanced one step. If this results in a salary which is less than the educator would have received if they continued on the Bachelor's Schedule, they shall be advanced one additional step on the Master's Schedule. Salary adjustments for receipt of master's degree shall be made upon receipt of an official college/university transcript indicating completion of the degree. When an educator receives a master's degree during the school year, the educator shall be placed on the Master's Schedule at the salary level closest to the salary currently being received. If the conferral of the master's degree is prior to November 30 the educator will advance a step in the salary schedule the following year. If the conferral of the master's degree is on December 1 or later the educator will remain on the same step the following year, receiving the salary increase for that step as determined by the salary schedule. An educator who receives a master's degree will provide the HR Department with official transcripts from the college/university that includes the date the master's degree was conferred.
- c. Staff who hold a Professional Educator License (PEL) must:
 - i. Fulfill all the state professional development requirements for their recertification,
 - ii. Enter their recertification activity professional development activity on the (Illinois State Board of Education) ISBE (Educator Certification System), <u>ELIS</u> and,
 - iii. It is the educator's professional responsibility to provide an annual copy of their ISBE

ELIS professional development activity log to HR by the first Friday in May.

- d. The District promotes staff acquisition of the National Board Certification and will provide payment of the required fees for up to five (5) new candidates per year provided the fees are not funded by the state of Illinois. In addition, each candidate will be allowed up to four (4) release days with pay during the candidate's completion of the national board certification application process. Application to receive district compensation as outlined above should be made according to the procedures developed by the Personnel Committee.
- e. The District supports staff acquisition of a doctoral degree and will provide up to four (4) release days during the dissertation process. Pre-approval for the doctoral program shall be obtained through the Human Resource Office.
- f. The Superintendent will establish a tuition reimbursement program to encourage educators to pursue licensure/endorsement in areas designated by the Board as "critical needs". The approval of participants shall be vested in the Superintendent. Any such program will include a requirement of reimbursement of amounts received in the event the recipient leaves District employment within three (3) years of receipt of the last tuition reimbursement.
- g. Building Professional Development Funds. Annually, \$50,000 shall be available for other professional development activities distributed among school as follows:

Primary and intermediate schools each have a total of \$5500 for the year.

Middle schools each have a total of \$8500 for the year.

These allocations are based on the general staffing levels across the buildings.

Each building shall establish a committee of staff that oversees the approval of the use of its funds in accordance with the following:

Professional Development Requests

- At each school, a *Building Professional Development Team* will be established to coordinate, review, and submit requests from staff for funding for professional development. Membership on this team should represent all staff and roles in the building.
- Funds may be used for conferences, resources, or substitute educator costs.
- Staff will be able to access the Professional Development Request Form on the D34 intranet.
- Once the Building Professional Development Team approves a request, it is forwarded to the Assistant Superintendent for Teaching and Learning for final approval.
- The Assistant Superintendent for Teaching and Learning will provide regular updates to the Education Committee regarding the use of the funds and how the learning is being shared across the team, building, and/or district.

E. Insurance Programs

During the term of this Agreement and any extension thereto, the Board will pay for the following insurance coverage for those full-time educators who elect such coverage:

- a. Full single premiums for the District Dental Plan.
- b. Term life insurance equal to the educator's salary rounded out to the next higher thousand dollars up to a maximum of \$50,000.
- c. Disability insurance which shall provide the educator with 60% of their salary after being disabled for a period of 90 days, said benefit to be provided in conjunction with the disability benefit provided under the Illinois Teachers' Retirement System.
- d. Employee Assistance Program available for all staff.
- **e.** Employee Only; Employee Plus Spouse/Civil Union Partner; Employee Plus Children; Family Health Insurance in accordance with Article VII, Section D, Paragraph b.

Health Insurance

a. Single Health Insurance Options for Full-time Educators

Effective January 1, 2020, the Board contribution for single insurance coverage will be an amount not to exceed the single premium for the PPO 750 plan option for those hired by the 2018-19 school year. Effective January 1, 2020, the Board contribution for single insurance coverage for those hired to begin in the 2019-20 school year will be an amount not to exceed the single premium for the PPO 1000 plan option.

Effective January 1, 2021, the Board contribution for single insurance coverage will be an amount not to exceed 100% of the cost of PPO 1000 single coverage or the plan chosen, whichever is less. Annually thereafter, the maximum Board contribution for single coverage will increase by an amount up to 6.25%.

Effective January 1, 2021, for those educators who choose PPO 1000 single coverage, the Board will annually reimburse the educator for up to \$250 of incurred expenses which are subject to the plan deductible. This Board contribution will be paid after the educator pays the first \$750 of annual deductible expense.

For those educators choosing the HMO plan option and the Board premium contribution is less than the Board maximum contribution noted above, The Board will contribute an amount up to \$500 annually into the educator's FSA account. The actual amount of this Board contribution will be the difference between the noted Board maximum contribution and the actual educator single premium, up to a difference of \$500. This FSA contribution will be paid into the account on a monthly basis.

b. Employee Plus Spouse/Civil Union Partner/Employee Plus Children/Family Health Insurance Options

For each school year of this Agreement, the Board will pay the amount the Board contributes for single premium coverage (noted above in subparagraph "a") toward the cost of one of the "Family Plans" for educators electing such coverage. Any

remaining cost for the "family" plan coverage chosen shall be the sole responsibility of the educator.

c. Insurance Risk Sharing

Effective January 1, 2020, the Board and the GEA agree to implement a process for health insurance plan cost containment/reduction. In the event the Board experiences an annual increase in premium equivalent rates (as recommended by the District plan consultant) in excess of five percent (6.25%) over the previous year's premium equivalent rates, the District Insurance Committee will be charged with recommending changes to plan design which will result in a reduction in the amount of the increase over the 6.25% threshold. Any such changes will take effect on January 1 following the announced final premium equivalents. Premium equivalent increase at or under 6.25% will be shared by the Board and the educator as required above in this Section E.

In the event the premium equivalent rates are reduced over the prior year's rates, the Insurance Committee will be charged with recommending ways to share the reduction in premiums with employees insured under the affected plan. Such recommendations might include benefit enhancements, declaring a partial "premium holiday," building District insurance reserves, etc.

In the event the Insurance Committee is unwilling or unable to eliminate the increase in premium equivalent rates over 6.25%, the Board may determine the plan design changes or premium increases necessary to eliminate the increases over 6.25%.

It is anticipated that this process would occur as follows:

- 1. New premium equivalent rates will be announced annually by October 1st following Board approval.
- 2. The Insurance Committee will formulate its recommendations, if needed, no later than August 1st.
- 3. Open enrollment would occur in November, with the resulting rates known to educators prior to electing coverage.
- 4. Resulting premium equivalent rates would take effect for the pay period prior to January 1st.

F. Deductions

a. Payroll Deductions

Authorization for the following payroll deductions shall be by annual written consent of the professional employee;

- a. Tax sheltered annuities from authorized companies,
- b. An approved credit union,
- c. Flexible Benefit Plan.
- d. Long Term Care Insurance Plan from authorized companies,
- e. Charitable deductions as approved by Compensation Committee.

b. Flexible Benefit Plan

Each educator may designate certain amounts of his or her salary which may be used for the benefits listed below, provided that the designated benefit is a qualified benefit as defined in the Internal Revenue Code. The educator must provide written notice of the dollar amounts elected to be used in each category prior to the onset of each plan year. New employees shall make such written election within ten (10) days of employment. If the amount elected in a given category is not used within the plan year, the unused amount shall be forfeited and may not be carried forward. Alterations in the amounts elected may not be made during the plan year except for changes in family or employment status as defined in Internal Revenue Service Regulations.

Benefits:

- a. Single Medical/Dental Insurance
- b. Family Medical Insurance
- c. Unreimbursed Medical Expenses (up to the current annual contribution limit as determined by the Internal Revenue Service)
- d. Group Life Insurance
- e. Dependent Care (up to the current annual contribution limit as determined by the Internal Revenue Service)

G. Dues Payment

By October 1st of each year, the Association shall provide the Board with a list of members from whom current membership dues of the Association and its affiliates shall be deducted. The member may pay the dues in one lump sum, or the Association dues will be prorated and deducted from ten (10) consecutive paychecks beginning with the second paycheck in October. The dues authorization shall be irrevocable for the current school year. Termination of employment for any reason shall not constitute revocation of authorization for dues deduction. The remainder of the dues owed shall be deducted from the final paycheck of the educator subject to the educator's written authorization to do so.

All dues deducted by the Board shall be transmitted to the treasurer of the Association in five (5) installments during the months of November through March. The Association agrees to hold harmless and defend the Board from any and all claims, suits or other actions which may arise from the deduction of dues under this section, provided only that the Board shall make such deductions and remittances as are provided herein.

H. Mileage

Educators shall be paid at the mileage rate established annually by the Internal Revenue Service for all approved mileage to perform their assigned duties outside the District. In addition, educators assigned to two or more buildings shall be paid at the Internal Revenue Service rate for pre-approved travel within the District. Such approval shall be provided when an educator is required to travel between two or more buildings during the same school day in order to fulfill the educator's assignment. This reimbursement shall not apply to travel for meetings within the District. Vouchers for reimbursement for travel shall be submitted on the appropriate District forms and shall verify date, distance and purpose of travel.

I. District Retirement

In order to be eligible for the benefits provided in this Section I, the Educator must not have received an increase in creditable earnings in any year that would cause the Board to pay a penalty to TRS if the educator retires at any time after the educator would begin to receive the salary increases included in this Section I. For example, an educator that received greater than a 6% increase in their salary in any of the three (3) years prior to the year in which the educator would start to receive benefits under this Section I, would not be eligible for these benefits.

1. Retirement Benefit for Retirees with at Least Fifteen Years of Continuous Service in the District

a. Retirement-Based, Four (4) Year Salary Increase

The Board will offer a retirement incentive program to educators who meet all of the following eligibility criteria:

- 1. Are at least 55 years of age at the time of retirement;
- 2. Are eligible and elect to retire in the Illinois Teachers' Retirement System;
- 3. At the time of retirement have at least 15 years of full-time continuous (uninterrupted) service in the District;
- 4. Will retire without the Board incurring an "excess salary payment" (i.e., "TRS penalty");
- 5. Provide written notice to the Board by June 1, 2026 of their intent to retire;
- 6. Retire no later than the end of the 2029-2030 school year.

As an incentive to retire, for each eligible educator the Board shall:

Increase each educator's salary rate per the table below of the Educator's previous year's regular base salary for each year of the Educator's employment with the District prior to retirement up to a maximum of four (4) years. In no event shall such Educator receive an increase of more than 6% over the previous year's earnings, inclusive of all other compensation reportable to TRS, including but not limited to extra duty stipends or any other raise derived from changes to the salary schedule due to collective bargaining.

In order for an educator to receive the specified increases described in the table below in a given year, the Educator must submit a letter of intent to retire to the Human Resources Department according to the dates in the table below.

Letter of Intent to Retire DUE TO HR	Retirement Date	Salary Increase 2024-25	Salary Increase 2025-26	Salary Increase 2026-27	Salary Increase 2027-28	Salary Increase 2028-29	Salary Increase 2029-30
June 1, 2024	June 2028	6%	6%	5%	5%		x
June 1, 2025	June 2029		6%	6%	5%	5%	
June 1, 2026	June 2030			6%	6%	5%	5%

b. Retirement-Based, Health Insurance Benefit

If an educator has provided fifteen (15) FTE continuous (uninterrupted) years or more full years of continuous (uninterrupted) service to the District, the Board shall make a partial payment toward the educator's health insurance premium, provided the educator secures health insurance coverage through the Illinois Teachers' Retirement System or coverage other than the District's policies. Such payment shall be no less than 5% of the premium for individual coverage under the District's basic plan after 15 FTE continuous (uninterrupted) full years of service and 5% for each additional year of full time continuous (uninterrupted) FTE service thereafter up to 50% of the premium, provided that no premium increase shall exceed 15% of the previous year's premium. Such payment shall be provided until the retiree reaches the age of eligibility for Medicare.

2. Retirement Benefit for Retirees with Fewer than Fifteen Years of Continuous Service in the District

Educators who are at least fifty-five (55) years of age at the time of retirement and have less than fifteen years (15) FTE continuous (uninterrupted) years of service in the District, and who are retiring into the Illinois Teachers' Retirement System ("TRS") upon termination of their teaching service with the District, shall be entitled to a post-retirement stipend equal to Two Hundred Dollars (\$200.00) for each calendar year of continuous (uninterrupted) service in District 34. Post-retirement benefits under this Section will discontinue in the event the educator leaves the District for any reason prior to the effective date of their retirement notice unless otherwise mutually agreed.

J. Committee Work, District Summer Curriculum Development and Extra Duty Compensation

Committee Work, District Summer Curriculum Development, Pay for District Work Groups, and Extra Duty Compensation are part of creditable earnings.

- a. **Committee Stipends:** Educators who serve on the Education, Personnel, or Compensation Committees shall receive \$1,552 for the first year of the Agreement, increasing 1.5% per year for the duration of the Agreement. The co-chairs of the standing committee, will receive an additional \$259 for the first year of the Agreement, increasing 1.5% per year for the duration of the Agreement.
- b. **District Summer Curriculum Development:** The Education Committee will develop and/or approve District summer curriculum projects and assign an appropriate number of units to them. Each unit should require approximately 25 hours of professional input and shall be compensated \$41.95 per hour for the duration of the Agreement.
- c. **Pay for District Work Groups:** The Board will pay a flat rate stipend for educator voluntary participation on District-level work groups which meet beyond the regular workday. The eligible groups will be convened by the Administration after consultation with the GEA President. The amount to be paid will be determined by the Board and will be published to the staff prior to the selection of participants in

the work group. Eligible participants will be selected by the Superintendent after consultation with the GEA President.

d. Extra Duty Compensation: Stipends are appropriate for duties and responsibilities beyond reasonable professional expectations. The following extra duties are recognized as appropriate ones for which educators may apply. The Administration shall be responsible for determining which extra duties shall be filled and who will fill said extra duty from the applications received. In the event there are insufficient applications to fill the extra duty assignments, the Administration shall have the right to assign educators to fill them on a fair and equitable basis, taking into consideration the educators' qualifications. Educators involuntarily assigned to playground and cafeteria supervision during the student lunch hour shall have the option of receiving the stipend or being granted a comparable duty-free lunch period between 11:00 a.m. and 2:00 p.m. in conformity with the Illinois School Code. In the event there are insufficient educators willing to accept the stipend for playground and cafeteria supervision, the Administration may assign educators to this duty on a fair and equitable basis and in a manner which they determine to be least disruptive to the normal school program.

i. Supervision Rates

- 1. Morning Supervision at middle schools: \$15.87 per hour for the duration of the Agreement.
- 2. Playground and/or cafeteria supervision for certified staff who substitute for support staff: \$34.68 per hour for the duration of the Agreement.

ii. Middle School Sports and Co-curricular Activities

Middle School stipends for interscholastic athletics and co-curricular activities shall increase by 1.5% annually over the 2022-23 amounts for the duration of the Agreement.

An-Ad Hoc Middle School Stipend Committee made up of middle school representatives will be convened annually for the following purposes:

- 1. Reviewing the current compensation structure and making recommendations, if needed, for changes in the way stipends are paid; and
- 2. Creating a process for adding, modifying, or deleting stipend activities. Members of the committee will be chosen by the Superintendent, after consultation with the GEA President. This committee is a subcommittee of the Personnel Committee. After reviewing the recommendations of this committee, the Personnel Committee will make recommendations to the Board no later than March 15 annually.

iii. Intermediate Stipends

The intermediate school stipend of \$6,207.00 for the first year of the Agreement, increasing annually thereafter by 1.5% per year for the duration of the Agreement, will be allocated to each intermediate school building budget to allow the Building Council to allocate stipends for clubs and

activities based on the needs of the students. The principals will make every effort to maintain consistency of offerings. By October 15th of each year, the intermediate principals will bring to the Compensation Committee a list of activities and stipends for that school.

iv. Internal Substituting

In order to select educators for this temporary substitute assignment, the following procedures will be followed:

- 1. The Principal will first seek volunteers from the available educators in order to fill the temporary vacancy. If there are no available educators, the decision to assign an educator to fill this temporary vacancy will be at the discretion of the Principal.
- 2. In the event no volunteers are available, the Principal may assign an available educator to fill the vacancy.
- 3. If chosen, the educator will be expected to forgo his/her planning period.
- 4. Educators chosen for this assignment will be expected to actively engage students in the learning process, not simply supervise.

Any educator who fills the temporary vacancy (whether by volunteering or as required by the Principal) will be paid at the rate of \$40.60 per clock hour (prorated to the actual length of the assignment) for the first year of the Agreement, increasing by 1.5% annually thereafter for the duration of the Agreement.

ARTICLE VIII - LEAVES

A. Sick Leave

Each employee shall be entitled to a total of fifteen (15) sick leave days (equivalent to 1.5 days per month) with full pay per school year. Unused days shall be accumulated to a total of 360 days, in addition to the days granted for the current year. Sick leave shall be strictly interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this section, the immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunts, uncles and legal guardians.

The employee may be required to provide substantiation of personal illness or serious illness or death in the immediate family according to applicable state law.

On recommendation of the Superintendent, the Board may grant leaves of absence without pay to persons on tenure for reasons of health when all accumulated sick leave shall have been used.

1. Use of Sick Leave Following the Birth of a Child

Immediately following the birth of the child, an employee may use up to forty (40) days of the employee's unused sick leave without providing a physician's

certificate evidencing that they are unable to perform the functions of their position or that their spouse or civil union partner is seriously ill regardless of the educator's use of sick leave prior to the birth. In addition, an employee may use an additional, available 20 unused sick days as part of FMLA leave. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA:), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

If both the husband and wife or parties to a civil union are employed by the District, the total amount of accrued unused sick leave available to them for use immediately following the birth of the child shall be limited to sixty (60) days without providing a physician's certificate. The employees shall determine how the sixty (60) accrued unused days will be apportioned among themselves, and the employees shall be permitted to transfer their accrued unused days to the other for use, provided that the transfer will not result in one or both of them using more than sixty (60) work days between them immediately following the birth. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

2. Use of Sick Leave for Adoption or Placement for Adoption

Employees may use up to a maximum of forty (40) sick leave days for adoption or placement for adoption of a child provided that the employee provides written evidence to the Superintendent or their designee that the formal adoption process has commenced. In addition, an employee may use an additional, available 20 unused sick days as part of FMLA leave. If the employee is eligible for Family Medical Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the adoption of a child shall run concurrently with their Family Medical Leave.

If both the husband and wife or parties to a civil union are employed by the School District, the total amount of accrued unused sick leave available to them for use for adoption or placement shall be limited to sixty (60) work days. The employees shall determine how the sixty (60) accrued unused days will be apportioned among themselves and the employees shall be permitted to transfer their accrued unused days to the other for use provided that the transfer will not result in one or both of them using more than sixty (60) work days between them immediately following the birth. If the employee is eligible for Family Medical Leave as described in Paragraph 3 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the birth of a child shall run concurrently with their Family Medical Leave.

3. Use of Sick Leave Subsequent to Birth or Placement for Adoption

In the event that a spouse or civil union partner of an employee utilizes their sick leave or Family Medical Leave immediately following the birth or placement for adoption of a child, the employees may take up to 60 sick days, and/or, if eligible 12 weeks of Family Medical Leave. If the employee is eligible for Family Medical

Leave as described in Paragraph 4 below, pursuant to the Family Medical Leave Act ("FMLA"), then sick leave taken for the firth of a child shall run concurrently with their Family Medical Leave.

4. Family and Medical Leave

Eligible educators will be granted up to twelve (12) weeks of leave pursuant to the terms of the federal Family and Medical Leave Act ("FMLA"). In order to be eligible, the employee must have been employed in a full-time capacity for at least one (1) academic year or has at least 1000 hours of service with the Board during the previous academic year.

Such leave is available for the following purposes:

- a. Birth of the employee's son or daughter or to care for the newborn child after birth (i.e., for the first year after birth); or
- b. Placement of a son or daughter for adoption or foster care or to care for child after placement (i.e., for the first year after placement); or
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; or
- d. Because of the employee's own serious health condition, which makes the employee unable to perform the essential job functions; or
- e. For instances involving a member of the military (as further defined on the District intranet).

FMLA leave may not include days drawn from the sick leave bank.

5. Use of Sick Leave Bank

Sick Bank Participants who have exhausted all personal sick leave days and have been absent for five (5) school days after such exhaustion may apply to the Sick Leave Bank Review Board for additional sick leave days in accordance with the guidelines and procedures developed by the Sick Leave Bank Review Board and approved by the Board of Education and posted on the District's Intranet site.

The Sick Leave Bank Review Board consists of three educators (one primary, one intermediate and one middle school) elected by a process established by the GEA, a principal, the Assistant Superintendent for Human Resources, and two representatives from the non-certified staff, one of whom is a teaching associate, and shall operate by consensus. The Sick Leave Bank initially shall be implemented for the 1994–95 school year by a contribution of 90 days by the District and one additional day by each participant employed as of 7/1/94 or hired after 7/1/94. A participant withdrawing from the bargaining unit for whatever reason will not be able to withdraw contributed days. The existing procedures and guidelines for use of the Sick Leave Bank shall be reviewed and revised by the Sick Leave Bank Review Board and shall be subject to approval by the Board.

B. Personal Leave

Each educator shall be entitled to two (2) days of personal leave without loss of pay per year. Personal leave may be accumulated up to five (5) days. Unused personal leave days beyond five (5) will be accumulated as sick leave. Personal days shall convert to accumulated sick leave days at the rate of one (1) sick day per one (1) day of unused personal leave.

Notification for such leave shall be submitted to the principal at least three (3) educator employment days prior to the desired onset of such leave through the District's designated absence management system. Two (2) week notification is required for use of more than two (2) consecutive personal leave days. In an emergency, such notification shall be submitted as soon as practicable. If the building principal is aware of any additional limitations regarding the dates requested for the use of personal leave, they shall so inform the educator of such limitations. If the request for personal leave is denied, the reason for denial will be shared with the educator.

Personal leave shall not be taken during the first five (5) or last five (5) educator employment days, the day immediately preceding or the day following a school vacation or holiday or in conjunction with an extended leave without pay. These restrictions shall not apply to recognized religious holidays of the educator's faith, attendance at a religious ceremony, attendance at a wedding or graduation of a member of the immediate family, a funeral not covered by sick leave, or an emergency which shall be explained. Personal leave shall not be granted during a work stoppage of any kind.

C. Extended Unpaid Child Rearing Leave

1. Purpose and Duration of Leave

A tenured educator shall be eligible for an unpaid child rearing leave immediately following the birth of their child or immediately following the adoption of a minor child, provided the conditions set forth below are satisfied. The duration of the unpaid child rearing leave shall not exceed the balance of the school year during which the child is born or adopted and one additional school year.

2. Eligibility Requirements For Extended Unpaid Child Rearing Leave

- i. The educator must have attained tenure in the school district at the time of birth or adoption of the child.
- ii. The educator must have given birth to a child, adopted a minor child or is the expectant child's father or legal guardian, spouse or civil union partner to a person that has given birth to their child or adopted a minor child.
- iii. At least ninety (90) calendar days prior to the anticipated birth or adoption of the child, the educator must submit their written application for this extended unpaid child rearing leave to the Superintendent or their designee.
- iv. After the educator submits their timely application for an extended unpaid child rearing leave, the Superintendent or their designee, in

consultation with the educator, shall develop a plan for the term of such leave. To provide for continuity of instruction, the extended unpaid child rearing leave shall terminate at the end of the term or end of a school year. The educator's return to the District upon the conclusion of the extended unpaid child rearing leave shall be in accordance with the previously agreed upon plan but shall be subject to changed educational and/or employment conditions in the District. A summary of the plan will be provided to the educator.

v. In all instances where the agreed upon duration of this leave is six (6) calendar months or more, the educator and the Superintendent shall agree upon a date by which the educator shall provide written notification that the educator intends to return to employment. Failure to advise the Superintendent or their designee of their intent to return within the timeframe provided herein shall be treated as the educator's election not to return to employment and as a resignation from their employment with the District.

3. Sick Leave/Health Benefits During Extended Unpaid Child Rearing Leave and Salary Schedule Advancement

When the unpaid child rearing leave commences, the educator shall be responsible for paying the full cost of their health insurance premium to maintain their health insurance coverage during the period of the extended unpaid child rearing leave.

Sick leave shall not be applicable during the extended unpaid child rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the educator upon return to employment in the District.

An educator who performed teaching duties for 100 or more days in the school year of the commencement of the extended unpaid child rearing leave shall be entitled to advancement on the salary schedule for that year. However, if this leave exceeds the year in which it commences, the second year shall not be considered for step advancement on the salary schedule.

D. Leave of Absence

Upon written application, a leave of absence of one (1) year without pay may be granted by the Board to a maximum of five (5) tenured educators per year. The Board shall not approve such leaves unless there is a reasonable expectation that the educator intends to return to the District. Application for said leave must be submitted in writing to the Superintendent prior to March 1. Approved leaves will be for one academic year only and shall commence at the beginning of the school year. Sick leave shall not be applicable during the period of leave. Any accumulated sick leave available at the commencement of the leave shall be available to the educator upon return to employment in the District. In all instances where an educator is granted a leave of six (6) months or more, as a condition thereof, they shall advise the Superintendent in writing no later than February 1st of the year in which the leave shall terminate that they intend to return to employment. Return to the District shall be in accordance with the previously agreed upon plan but shall be subject to changed educational and/or employment conditions in the District. Failure to advise the

Superintendent or their designee of intent to return as required by this Agreement shall be treated as an election not to return to employment and as a resignation from the District. It is understood that the granting of a leave is totally within the discretion of the Board and shall be non-precedential.

E. Duty Related Injury Leave

In case of any accident or injury to an educator which shall have occurred in the course of and arising out of employment, and while the educator was acting pursuant to Board policy, the Board shall continue the educator's salary (but not including any extracurricular or other stipends) in full. At such date as the educator shall begin to receive Workers Compensation payments, the Board shall reduce its salary payments to the educator in the amount thereof. All such payments shall be without reduction of accumulated sick leave of the educator. This paragraph shall cease to be effective at the end of the school year during which the injury occurred or on such date as the educator would otherwise qualify for disability payments of any type under the Illinois Teachers' Retirement System, whichever shall first occur.

F. Religious Leave

Staff members shall be given an opportunity to use personal leave or provide compensatory service for observance of recognized religious holidays of the educator's faith. Compensatory services shall be provided within the same academic year if this option is selected. Such leave shall be granted upon written application to the Superintendent or designee at least five (5) days prior to the holiday if that option is desired. Compensatory service shall be service provided under the direction of the Superintendent or designee and shall be of equal duration to the time absent.

G. Court Leave

Court leave for jury duty or witness duty in any local, state or federal court shall be granted with full pay with the understanding that the educator submits a copy of their jury duty reimbursement voucher to the Assistant Superintendent for Human Resources. The Board reserves the right to attempt to get the educator excused from said jury duty. Court leave shall not apply when the person is party to a lawsuit.

H. Military Leave

Military Leaves shall be granted and administered in accordance with law.

I. Leaves and School Closings

When the schools are officially closed by the Superintendent, no sick, personal or religious leave days previously arranged by an educator shall be deducted for any day that schools are closed.

J. Hospital Insurance During Leave

A tenured educator who has been granted a leave of absence shall have a right to participate in the District's insurance programs, provided said educator applies for same in writing, the insurance carrier(s) concur(s), and the educator makes timely payments for the full premiums. Premiums shall be payable beginning with the first full month of the leave until the first full month when the educator returns to active employment.

ARTICLE IX - EDUCATOR EVALUATION

A. TYPES AND PURPOSE OF EVALUATION

Certified staff evaluation in Glenview District 34 is in alignment with the District's philosophy of evaluation, is grounded in research-based professional standards (Danielson's <u>Framework for Teaching</u>) and is differentiated for career stages in order to provide a continuum for educator growth.

- 1. NON-TENURED
 - a. Years one (1) & two (2)
 - b. Years three (3) & four (4)
- 2. TENURED

B. PERSONNEL COMMITTEE

- 1. All evaluation procedures will be conducted under the auspices of the Personnel Committee.
- 2. The Personnel Committee has the following responsibilities:
 - a. To monitor the non-tenured [Years one (1) & two (2) and Years three (3) & (4)] and tenured evaluation processes on a continuing basis to ensure reliability and validity.
 - b. To formulate, review and revise, as needed, the criteria, instruments and procedures used to assess standards of performance in the non-tenured [Years one (1) & two (2) and Years three (3) & (4)] and tenured evaluation processes. The expectations outlined in the Agreement, especially the section on the Educator's Role, should serve as a guide to the Personnel Committee in its deliberations.

C. EVALUATION PROCEDURES

1. SCOPE OF THE EVALUATION PROCESS

The performance of educators shall be monitored on an ongoing basis. Educator evaluation shall be based on the quality of instruction as identified by the professional teaching standards from <u>Danielson's Framework for Teaching</u>, to which every educator is expected to conform. In addition, educator evaluation shall encompass the *Role of the Educator* (page 3), attendance and compliance with Board Policies and Procedures along with other areas as outlined in the evaluation document.

2. NOTIFICATION OF EVALUATION PROCESS

As part of the new educator orientation process, educators will be informed of the evaluation procedures, standards and instruments. Each educator shall sign a statement indicating participation in the orientation.

3. PROCEDURAL BAR TO EVALUATIONS

No evaluation shall take place until the above orientation has taken place.

4. EVALUATION OF TRAVELING OR UNASSIGNED EDUCATORS AND PART-TIME EDUCATORS

a. **Traveling or Unassigned Educators** - Educators assigned to two or more buildings shall be evaluated by the evaluator to which they are assigned for the majority of their teaching time with input from the evaluator(s) from the other buildings in which they teach. If the time spent in two or more buildings is identical, the evaluators, with input from the educator as appropriate, will determine who will evaluate the educator.

b. **Part-Time Educators** - Part-time educators are not eligible to earn tenure. During the first four years of continuous part-time employment in the District, educators will follow the non-tenured evaluation plan and will be evaluated annually. Beginning in the fifth year of part-time continuous employment, and with the approval of the evaluator, part-time staff members may be evaluated using the tenured evaluation plan and be formally evaluated not less than once every three years.

D. FORMAL EVALUATION

- a. Non-tenured educators shall be evaluated at least once annually.
- b. Tenured educators shall be evaluated not less than once every three years (beginning with a formal evaluation in the first year of tenure).
- c. When a pattern of concern emerges, or when evaluators otherwise determine appropriate, written feedback must be provided to the educator regarding the concern and suggestions of how to improve.
- d. The Evaluation conferences shall be held in the spring to review the educator performance for the applicable period. As part of the evaluation process, evaluators shall rate educators for professional practice according to the rating system in Section Seven (7) of the *Educator Evaluation Plan*. If an educator is rated as Needs Improvement or Unsatisfactory, the reasons for such shall be stated in specific terms. Before an evaluator rates an educator as Unsatisfactory, the evaluator shall have conducted a minimum of two formal observations of the educator.
- e. EDUCATOR'S RIGHT TO RESPOND Educators shall be required to sign and will be given a copy of the Evaluation Report following the summative evaluation conference. A copy will be placed in the-educator's personnel file. Educators may respond in writing to evaluation, if so desired. Written responses shall be signed by evaluators to acknowledge receipt and review of the response. The response will then be appended to the evaluation and placed in the educator's personnel file. Signatures in reply to either the evaluation or the response indicate knowledge of the report or response, but not necessarily concurrence with the report or response.

E. PROCEDURES FOR TENURED EDUCATORS IN EVENT OF "NEEDS IMPROVEMENT" RATING

(Ratings described in Section 7 of the Educator Evaluation Plan)

The Needs Improvement rating indicates there are performance deficiencies in areas of the District's expectations. When a Needs Improvement rating is given to a tenured educator, the evaluator, in consultation with the tenured educator receiving the rating, is required to develop a *Needs Improvement Rating Professional Development Plan* within 30 days. The plan will be directed to the areas that need improvement and provide supports needed to implement the plan. *Needs Improvement Rating Professional Development Plans* are evaluator-directed with educator input, allowing for support and structure. Plans are intended to provide support and guidance to tenured educators.

Needs Improvement Rating Professional Development Plans for tenured educators are specific to areas requiring improvement and also indicate educator strengths. Needs Improvement Rating Professional Development Plans are broken down into specific components with clear timelines/meeting times identified. Reflection is an important aspect of Needs Improvement Rating Professional Development Plans. All meeting dates related to Needs Improvement plans

will be listed on Needs Improvement Rating Professional Development Plan Meeting Timelines.

District 34 educators who receive a Needs Improvement rating will continue to be responsible for all of the professional teaching standards outlined in the Danielson's <u>Framework for Teaching</u> and all other areas as well as all other professional responsibilities as outlined in the evaluation document. Educators and evaluators will continue to follow the evaluation process outlined in the *Educator Evaluation Plan*.

A Needs Improvement rating is not required to precede the rating of educator as Unsatisfactory.

F. REMEDIATION PROCEDURES FOR TENURED EDUCATORS IN EVENT OF UNSATISFACTORY PERFORMANCE

In the event a tenured educator's performance is rated Unsatisfactory, the tenured educator shall have a remediation plan and procedure developed and implemented in accordance with 105 ILCS 5/24A-5 of the Illinois School Code. Participants in the remediation plan shall include the educator deemed Unsatisfactory, a qualified administrator, and a Consulting Educator. The remediation plan may include the participation of other personnel to assist in correcting areas identified as unsatisfactory.

1. CONSULTING EDUCATOR ROLE

Consulting Educators shall be assigned to tenured educators rated Unsatisfactory to provide advice on how to improve teaching skills and to successfully complete the remediation plan. Consulting Educators will not be used by either party in any dismissal hearings. No statements attributable to Consulting Educators will be admissible in written evaluations or dismissal hearings.

2. IDENTIFICATION OF CONSULTING EDUCATORS

Qualified Consulting Educators shall be identified in accordance with 105 ILCS 5/24A-5 of the Illinois School Code.

3. HOLD HARMLESS

The Board shall hold harmless Consulting Educators from any legal liability arising from the performance of their duties in these respective areas.

- **G.** The content of any evaluation or observation report is not grievable.
- H. Failure to comply with a procedural step in this evaluation process shall not prevent the Board from placing a tenured educator on remediation nor prevent the Board from releasing a non-tenured educator.

ARTICLE X - NO STRIKE

The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Association, therefore, agrees that there shall be no strikes, work stoppages, or other concerted action or refusal to fully perform job functions and responsibilities or other clear disruption of the operations of the District by the Association or by its officers, agents or members during the term of this Agreement.

ARTICLE XI - JOB SHARE

Full-time, tenured educators may submit a tentative proposal to the building principal to participate in the Job Share Program in accordance with this Article and the process developed and monitored by the Personnel Committee. To be considered for participation in the Job Share Program, tenured educators must agree to complete the entire time period of the job share arrangement.

Upon receipt of the proposal, the building principal will meet with the educators to review the proposal and provide feedback to the educators regarding their tentative proposal. During the initial review of the proposal, the building principal will also consult with the educators regarding the proposed schedule for teaching and learning and for attending building and team meetings but the building principal shall determine the schedule for teaching and learning.

If the building principal decides to recommend denial of the tentative proposal, the educators will have an opportunity to submit a revised proposal to the building principal for their consideration before they forward the proposal to the Superintendent with their recommendation. The principal shall review the revised proposal, discuss their recommendations with the educators and forward such proposal with their recommendation to the Superintendent.

The Superintendent shall approve or deny the proposals and shall consider the recommendation of the building principal in making such determination. There is no guarantee that the building principal will recommend that the revised proposal be approved or that the Superintendent will approve the revised proposal simply because the revised proposal attempts to remedy the building principal's concerns noted as part of their feedback. If the proposal is denied, the Superintendent will inform the educators of such decision in writing, which shall include the reason for the denial.

ARTICLE XII - DURATION AND EFFECT OF AGREEMENT

- A. The terms and conditions set forth in this Agreement, including its By-laws which are appended to and made a part of this agreement, represent the full and complete understanding and commitment between the parties hereto. The District Coordinating Council can amend this Constitution and/or the By-laws, subject to ratification by the Association and the Board.
- B. Dealing with issues which are in or may be brought into the forums of the Building Councils, District Coordinating Council, Education Committee, Personnel Committee and/or Compensation Committee waives any additional rights of either party to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered by this Agreement or known at the time this Agreement was developed or signed.
- C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, that article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

- D. This Agreement shall be effective on July 1, 2023 and shall continue in effect until June 30, 2028.
- E. In the event the Board's required contribution to the Teachers' Retirement System is increased by law, the Board may, at its option, reopen this Agreement in order to renegotiate wages and benefits.
- F. In the event that the formula utilized to determine the Board's property tax extension under the Property Tax Extension Limitation Law (PTELL) is changed by the statute or regulation, so as to reduce the Board's property tax extension or levy, the Board may, at its option, reopen this Agreement in order to renegotiate wages and benefits.
- G. This agreement is signed this 21st day of August, 2023.

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Glenview Education Association	Board of Education
	Glenview C.C. School District 34
	Cook County, Glenview, Illinois
—DocuSigned by:	DocuSigned by:
By Nanette Ross-Meridith	By Scott Milson
Nanette Ross Meridith, President	Scott Nelson, Board of Education President
DocuSigned by:	DocuSigned by:
Attest: Claire Sansbers	Attest: Diane Stefani
Claire Bansberg, Vice President	Diane Stefani, Board of Education Secretary

APPENDICES

APPENDIX A: Bachelor's Salary Schedule 2023-24 through 2027-28

2023-2	2024 2024-2025 2025-2026		026	2026-2027			028			
BACHEL	.ORS	BACHEL	ORS	BACHELORS		BACHEL	BACHELORS		BACHELORS	
								B-F	\$58,581	
					171	B-F	\$57,976	B-G	\$59,716	
				B-F	\$57,357	B-G	\$59,078	В-Н	\$60,851	
_/		B-F	\$55,644	B-G	\$58,427	В-Н	\$60,180	B-I	\$61,986	
B-F	\$54,154	B-G	\$56,663	В-Н	\$59,497	B-I	\$61,282	B-J	\$63,121	
B-G	\$55,146	В-Н	\$57,683	B-I	\$60,568	B-J	\$62,386	B-K	\$64,258	
В-Н	\$56,139	B-I	\$58,704	B-J	\$61,640	B-K	\$63,490	B-L	\$65,395	
B-I	\$57,132	B-J	\$59,724	B-K	\$62,711	B-L	\$64,593	B-M	\$66,531	
B-J	\$58,125	В-К	\$61,393	B-L	\$64,463	B-M	\$66,397	B-N	\$68,389	
В-К	\$59,749	B-L	\$63,060	B-M	\$66,213	B-N	\$68,200	B-O	\$70,246	
B-L	\$61,372	B-M	\$64,729	B-N	\$67,966	B-O	\$70,005	B-P	\$72,106	
B-M	\$62,996	B-N	\$66,398	B-O	\$69,718	B-P	\$71,810	B-Q	\$73,965	
B-N	\$64,620	B-O	\$69,433	B-P	\$72,905	B-Q	\$75,093	B-R	\$77,346	
B-O	\$66,905	В-Р	\$69,433	B-Q	\$72,905	B-R	\$75,093	B-S	\$77,346	
B-P	\$66,905	B-Q	\$69,433	B-R	\$72,905	B-S	\$75,093	В-Т	\$77,346	
B-Q	\$66,905	B-R	\$69,433	B-S	\$72,905	В-Т	\$75,093	B-U	\$77,346	
B-R	\$66,905	B-S	\$69,433	B-T	\$72,905	B-U	\$75,093	B-V	\$77,346	
B-S	\$66,905	В-Т	\$69,433	B-U	\$72,905	B-V	\$75,093	B-W	\$77,346	
B-T	\$66,905	B-U	\$69,433	B-V	\$72,905	B-W	\$75,093	B-X	\$77,346	
B-U	\$66,905	B-V	\$69,433	B-W	\$72,905	B-X	\$75,093	B-Y	\$77,346	
B-V	\$66,905	B-W	\$69,433	B-X	\$72,905	B-Y	\$75,093	B-Z	\$77,346	
B-W	\$66,905	B-X	\$69,433	B-Y	\$72,905	B-Z	\$75,093	B-Z+1	\$77,346	
B-X	\$66,905	B-Y	\$69,433	B-Z	\$72,905	B-Z+1	\$75,093	B-Z+2	\$77,346	
B-Y	\$66,905	B-Z	\$69,433	B-Z+1	\$72,905	B-Z+2	\$75,093	B-Z+3	\$77,346	
B-Z	\$66,905	B-Z+1	\$69,433	B-Z+2	\$72,905	B-Z+3	\$75,093	B-Z+4	\$77,346	
B-Z+1	\$66,905	B-Z+2	\$69,433	B-Z+3	\$72,905	B-Z+4	\$75,093	B-Z+5	\$77,346	
B-Z+2	\$66,905	B-Z+3	\$69,433	B-Z+4	\$72,905	B-Z+5	\$75,093	B-Z+6	\$77,346	
B-Z+3	\$66,905	B-Z+4	\$69,433	B-Z+5	\$72,905	B-Z+6	\$75,093	B-Z+7	\$77,346	
B-Z+4	\$66,905	B-Z+5	\$69,433	B-Z+6	\$72,905	B-Z+7	\$75,093	B-Z+8	\$77,346	
B-Z+5	\$66,905	B-Z+6	\$69,433	B-Z+7	\$72,905	B-Z+8	\$75,093	B-Z+9	\$77 <i>,</i> 346	
B-Z+6	\$66,905	B-Z+7	\$69,054	B-Z+8	\$72,507	B-Z+9	\$74,683	B-Z+10	\$76,924	
B-Z+7	\$67,205	B-Z+8	\$70,516	B-Z+9	\$74,042	B-Z+10	\$76,264	B-Z+11	\$78,552	
B-Z+8	\$68,628	B-Z+9	\$71,981	B-Z+10	\$75,581	B-Z+11	\$77,849	B-Z+12	\$80,185	
B-Z+9	\$70,054	B-Z+10	\$73,445	B-Z+11	\$77,118	B-Z+12	\$79,432	B-Z+13	\$81,815	
B-Z+10	\$71,479	B-Z+11	\$74,906	B-Z+12	\$78,652	B-Z+13	\$81,012	B-Z+14	\$83,443	
B-Z+11	\$72,901	B-Z+12	\$76,397	B-Z+13	\$80,217	B-Z+14	\$82,624	B-Z+15	\$85,103	
B-Z+12	\$74,352	B-Z+13	\$77,918	B-Z+14	\$81,814	B-Z+15	\$84,269	B-Z+16	\$86,798	

APPENDIX B: Master's Salary Schedule 2023-24 through 2027-28

2023-2	2023-2024				2025-2	2026	2026-2	027	2027-2	2028
110-111-111	MASTERS MASTERS MASTERS		ERS	MASTERS		MASTERS				
								M-B	\$71,217	
						M-B	\$69,928	M-C	\$72,026	
				M-B	\$68,653	M-C	\$70,713	M-D	\$72,835	
	6	M-B	\$66,109	M-C	\$69,415	M-D	\$71,498	M-E	\$73,643	
M-B	\$64,339	M-C	\$66,835	M-D	\$70,177	M-E	\$72,283	M-F	\$74,452	
M-C	\$65,046	M-D	\$67,561	M-E	\$70,940	M-F	\$73,069	M-G	\$75,262	
M-D	\$65,752	M-E	\$68,286	M-F	\$71,701	M-G	\$73,853	M-H	\$76,069	
M-E	\$66,458	M-F	\$69,010	M-G	\$72,461	M-H	\$74,635	M-I	\$76,875	
M-F	\$67,163	M-G	\$71,154	M-H	\$74,712	M-I	\$76,954	M-J	\$79,263	
M-G	\$69,249	M-H	\$73,297	M-I	\$76,962	M-J	\$79,271	M-K	\$81,650	
M-H	\$71,335	M-I	\$75,441	M-J	\$79,214	M-K	\$81,591	M-L	\$84,039	
M-I	\$73,421	M-J	\$77,583	M-K	\$81,463	M-L	\$83,907	M-L+1	\$86,425	
M-J	\$75,506	M-K	\$79,726	M-L	\$83,713	M-L+1	\$86,225	M-L+2	\$88,812	
M-K	\$77,592	M-L	\$82,058	M-L+1	\$86,161	M-L+2	\$88,746	M-L+3	\$91,409	
M-L	\$79,861	M-L+1	\$84,389	M-L+2	\$88,609	M-L+3	\$91,268	M-L+4	\$94,007	
M-L+1	\$82,130	M-L+2	\$86,720	M-L+3	\$91,056	M-L+4	\$93,788	M-L+5	\$96,602	
M-L+2	\$84,399	M-L+3	\$89,052	M-L+4	\$93,505	M-L+5	\$96,311	M-L+6	\$99,201	
M-L+3	\$86,668	M-L+4	\$91,383	M-L+5	\$95,953	M-L+6	\$98,832	M-L+7	\$101,797	
M-L+4	\$88,937	M-L+5	\$93,989	M-L+6	\$98,689	M-L+7	\$101,650	M-L+8	\$104,700	
M-L+5	\$91,473	M-L+6	\$96,595	M-L+7	\$101,425	M-L+8	\$104,468	M-L+9	\$107,603	
M-L+6	\$94,009	M-L+7	\$99,200	M-L+8	\$104,160	M-L+9	\$107,285	M-L+10	\$110,504	
M-L+7	\$96,545	M-L+8	\$101,806	M-L+9	\$106,897	M-L+10	\$110,104	M-L+11	\$113,408	
M-L+8	\$99,081	M-L+9	\$104,412	M-L+10	\$109,633	M-L+11	\$112,922	M-L+12	\$116,310	
M-L+9	\$101,617	M-L+10	\$106,557	M-L+11	\$111,885	M-L+12	\$115,242	M-L+13	\$118,700	
M-L+10	\$103,705	M-L+11	\$108,704	M-L+12	\$114,140	M-L+13	\$117,565	M-L+14	\$121,092	
M-L+11	\$105,794	M-L+12	\$110,849	M-L+13	\$116,392	M-L+14	\$119,884	M-L+15	\$123,481	
M-L+12	\$107,882	M-L+13	\$112,994	M-L+14	\$118,644	M-L+15	\$122,204	M-L+16	\$125,871	
M-L+13	\$109,969	M-L+14	\$115,139	M-L+15	\$120,896	M-L+16	\$124,523	M-L+17	\$128,259	
M-L+14	\$112,057	M-L+15	\$116,023	M-L+16	\$121,825	M-L+17	\$125,480	M-L+18	\$129,245	
M-L+15	\$112,917	M-L+16	\$118,362	M-L+17	\$124,281	M-L+18	\$128,010	M-L+19	\$131,851	
M-L+16	\$115,194	M-L+17	\$120,473	M-L+18	\$126,497	M-L+19	\$130,292	M-L+20	\$134,201	
M-L+17	\$117,248	M-L+18	\$122,625	M-L+19	\$128,757	M-L+20	\$132,620	M-L+21	\$136,599	
M-L+18	\$119,343	M-L+19	\$124,822	M-L+20	\$131,064	M-L+21	\$134,996	M-L+22	\$139,046	
M-L+19	\$121,481	M-L+20	\$127,062	M-L+21	\$133,416	M-L+22	\$137,419	M-L+23	\$141,542	
M-L+20	\$123,661	M-L+21	\$129,336	M-L+22	\$135,803	M-L+23	\$139,878	M-L+24	\$144,075	

APPENDIX C: Consensus

In many significant respects the Board and the GEA have agreed that the implementation of the Constitution will be governed by a consensus-based decision model. Where the work all of the groups identified in the Constitution requires decisions to be made by "consensus", that term will be defined based upon the principles developed by the Project on Negotiation at Harvard University. As such, "consensus" is defined as:

A decision in which all members of the group can agree because the decision was reached openly and fairly.

In assessing the degree to which consensus exists, each member of the group will be able to support the decision because:

- 1. Their point of view was allowed to be expressed and that other group members understood that point of view; and
- 2. They heard and understood the point of view of other group members; and
- 3. Irrespective of personal preference, they believe it is the best decision at this point in time.

In assessing the extent to which each group member believes that the decision was reached openly and fairly (as noted above), each member of the group should believe that:

- a. The issue presented was clearly defined and understood; and
- b. The appropriate, relevant individuals were participants in making the decision; and
- c. The necessary information was available to inform the decision; and
- d. There was sufficient time allowed to reasonably explore relevant information and viewpoints; and
- e. The decision, after implementation, is subject to future review based upon experience and changing circumstances.

APPENDIX D: Class Size / Composition Review Timeline

	Time	Critical Events / Communication
	Early Fall (Aug Sept.)	BC: Review the role of a Building Council designated committee as it relates to scheduling, class size, and composition
Ongoing discussions / proactive problem solving between educators, Association, and administration related to student needs, class size, or class composition issues.	Fall (Sept Nov.)	 Administration will assess current enrollment trends Administration will monitor and evaluate current enrollment Trimester 1 composition review by building administrators and Building Council designated committee Nov: Human Resources provides summary of Fall Student Enrollment report to Personnel Committee
t mg ·	Winter (Dec Feb.)	 Development of projections If a Reduction in Force (RIF) is anticipated, impact discussions with Association leadership will occur BC: Staffing allocations for following year shared at Building Council
	Spring (March- May)	 Staffing plan (including RIF) is completed and presented to the Board for approval Building administrators and Building Council designated committee discuss projections, building implications, and possible solutions and share them at Building Council Voluntary and involuntary transfer process occurs HR meets with Principals for ongoing problem-solving regarding staffing allocations Tentative staffing assignments are communicated to staff
Ongoing communication between administration and Association.	Summer (June - Aug)	 Administration will notify Association president and educators involved of changes to previously identified grade levels or sections of concern If changes to previously identified grade levels or sections of concern occur, building administrator will contact impacted team