

Contractual Agreement

between the

Board of Education

District 100

and the

Fenton Education

Association

2023-2028

PREAMBLE

Procedural Agreement

The Board of Education of District 100, DuPage County, Bensenville, Illinois, hereinafter referred to as the "Board", and the Fenton Education Association, hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of the District. Both parties acknowledge that the attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel, and that the needs of the school as they relate to the students are our primary objectives.

The Board and the Association recognize that attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, the free and open exchange of views is desirable.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers.

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ARTICLE 1

Recognition

- 1.1 The Board recognizes the Association as the exclusive bargaining agent for all professional certificated personnel except the Superintendent, Associate Superintendent(s), other district office personnel, Principal, Assistant Principal, Division Leaders, Deans, Director of Activities and Athletics, teacher aides, substitutes, paraprofessionals, and newly employed non-teaching personnel whose responsibilities include making meaningful recommendations for the hiring, transfer, promotion, disciplining, or dismissal of professional certificated personnel. Items 22, 37 (see Article 37.5 for clarification), 39 and shall be applicable to part-time teachers on a pro rata basis.
- 1.2 The term “teacher” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as determined in Paragraph 1.1 above.
- 1.3 The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters covered by this Agreement.
- 1.4 Membership in the Association is voluntary.

ARTICLE 2

Definition of Responsibilities and Rights

- 2.1 The Association agrees that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois.
- 2.2 The Board agrees to participate in good faith negotiations with the duly designated representative of the Association.
- 2.3 Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, and grievance procedures.
- 2.4 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and Association for ratification.
- 2.5 The Board agrees that teachers shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert as authorized by this Agreement.
- 2.6 As a duly elected body exercising governmental power under the law of the state of Illinois, the Board agrees that it will not discourage directly or indirectly, or deprive any teacher their rights in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of the State of Illinois or the Constitution of the United States.
- 2.7 The Board agrees that a bulletin board may be provided for the exclusive use of the Association at Fenton High School for posting notices of activities and other matters of Association concern. The office mailboxes shall be made available to the Association for communication to teachers as well as the Fenton E-mail system.
- 2.8 The Board agrees that the Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property at approved times (by the Principal or their designee) provided that this does not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge for this service.
- 2.9 The Association agrees that matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.
- 2.10 Both parties agree to provide agenda and minutes of regular meetings and to furnish from time-to-time in response to reasonable written requests: annual financial reports and audits, a register and addresses of certificated personnel, tentative budgetary requirements and allocations, treasurer's reports, census and pupil membership data which are customarily prepared.
- 2.11 Both parties agree that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

ARTICLE 3

Negotiations Procedures

- 3.1 Each party to negotiations shall select its negotiating representatives.
- 3.2 Negotiations shall begin no later than ten (10) days after the first request of either party unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties on mutually acceptable dates.
- 3.3 When the negotiators reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.4 If agreement is not reached on all items within ninety (90) days of commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for mediation.
- 3.5 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as they may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings public or recommend terms of settlement.
- 3.6 The costs for the mediation shall be equally shared by the Board and the Association.

ARTICLE 4

Representation Referendum

Representation referenda will be conducted in accordance with the Illinois Education Labor Relations Act.

ARTICLE 5

Effect of Agreement

- 5.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.
- 5.2 This Agreement shall control if any provision hereof shall conflict with Board Policy.
- 5.3 Individual contracts or employment agreements shall conform to the terms and conditions of this Agreement.
- 5.4 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, sections, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- 5.5 If the BOE or FEA requests to open a specific portion or portions of this contract and the other party agrees, that portion(s) of the contract shall be opened and negotiated.

If the BOE or FEA requests to open a specific portion or portions of the contract the other party may request additional portions to be opened concurrently, and if both parties agree those portions shall be opened and negotiated.

ARTICLE 6

Maintenance of Standards

- 6.1 All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed, subject to the need for balancing class size and the need for reducing class sections of a subject due to insufficient enrollment, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- 6.2 The duties of any teacher or the responsibilities of any position in the negotiating unit shall not be substantially altered or increased without prior negotiation with the Association.

ARTICLE 7

Outside Agency

If the Board of Education intends to hire an outside corporation or agency to teach a planned educational unit, it will duly notify the Association so that it will have an opportunity to present its competitive bid.

ARTICLE 8

Supplemental Positions Negotiated

If during the term of the Agreement the Board creates any additional supplemental positions, the rate of pay shall be determined during the next regular round of negotiations between the Board and the Association. In the interim, the rate of pay shall be as determined by the Board, provided such rate shall be retroactively adjusted per such negotiations if the negotiated amount is higher than previously set by the Board.

ARTICLE 9

Class Size

- 9.1 In the spring of each year, the administration (after consultation with members of their respective departments) will meet to determine the number of sections to be offered for each course in the curriculum. This sectioning is based upon completed student registrations in the spring.
- 9.2 During the sectioning process, class sizes are established by the administration in written form. The content of each course, method of instruction used in the course, and the physical facility in which the course is taught form the basis for establishing class sizes which also allow some room for growth or decline in enrollments.
- 9.3 If enrollment in a particular class is going to rise above the class size, the administration, on the advice of the Division Leader, shall make every effort to close that class to further enrollment.
- 9.4 If enrollment in a particular section exceeds twenty-eight (28) students (except for PE, band, and choir), the administration will meet with up to three FEA designees to evaluate and implement solutions. The FEA designees will be compensated for time spent in such meetings at the rate of summer curriculum hours.

ARTICLE 10

Enforcement of Student Rules and Regulations

- 10.1 The Board recognizes that consistent enforcement of student rules and regulations is essential to the maintenance of proper learning atmosphere.
- 10.2 The Board recognizes that the teacher has the responsibility for the maintenance of discipline within their classroom. The Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.
- 10.3 A teacher may exclude a pupil from a class when in the opinion of the teacher, the grossness of the offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil intolerable.
- 10.4 A pupil excluded by a teacher from the classroom shall be referred to the Student Center.
- 10.5 The Dean(s) seek appropriate action to solve the discipline problem. Should the decision include the re-admittance of the pupil to class, the teacher shall when appropriate be notified in writing of the conditions under which the re-admittance is granted.
- 10.6 If the pupil fails the conditions for re-admittance, said pupil may be recommended for suspension and/or expulsion.
- 10.7 The Board of Education recognizes the need for additional assistance in the supervision of halls, washrooms, and student make-up sessions and has employed paraprofessionals to assist teachers in these areas.

ARTICLE 11

Assault

- 11.1 The Board shall indemnify and protect teachers against damage to or destruction of their personal property which occurs as the direct result of an assault while the teacher is engaged in the performance of their official duties and operating within Board policy and established practice. This section shall not apply if the personal property is not appropriately brought to school property by reasons of its cost, fragility, or lack of relevance to the school program.
- 11.2 Any case of assault upon a teacher shall be promptly reported by the teacher to the Principal or their designee.
- 11.3 The Board shall provide reasonable assistance, including legal counsel if necessary, to advise the teacher of their rights and obligations with respect to such assault and in connection with the handling of the incident by law enforcement authorities.
- 11.4 The Board agrees to defend a teacher against any suit or claim when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment and pursuant to Board policy.
- 11.5 If a teacher is assaulted as described in the preceding paragraph, they shall suffer no loss of salary or deduction of sick leave because of inability to perform their duties as a consequence of such assault, provided that the teacher shall reimburse the Board for the salary paid during this period from the proceeds of any Workmen's Compensation award, or any judgment, settlement, or the recovery, secured in whole or in part by the Board. The amount of the reimbursement shall not exceed the amount of salary paid. This paragraph shall cease to be operative at the end of the fifth school term following the term in which the assault occurred. Teachers so affected shall not be eligible to draw from the sick leave bank.
- 11.6 The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

ARTICLE 12

Board Agenda

The Board will provide the Association president electronic access to a copy of the complete agenda of every meeting as such is prepared in advance with concurrent distribution to the Board. The Board shall provide the Association with an opportunity to adequately present its views on any item in the agenda as provided for by standard Board practice.

ARTICLE 13

Calendar

Prior to the regular February Board Meeting, an FEA presidential designee will draft a suitable calendar for the following year and present same to the Superintendent who will consider it as an option in their recommendation to the Board.

ARTICLE 14

Grievance Procedure

- 14.1 Any claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or their right to fair treatment, or violation, misinterpretation, or misapplication of any established policy or practice of the Board as defined in this Agreement shall be a grievance.
- 14.2 All time limits consist of school days, which are defined herein as teacher employment days, except during the summer or winter or spring breaks when days shall be defined as days when the school business office is open.
- 14.3 At least one Association representative may be present at any meeting, hearing, appeal, or other proceeding related to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their supervisor and having the grievance adjusted without intervention of the Association, and the adjustment is not inconsistent with the terms of this Agreement.
- 14.4 The parties hereto acknowledge that it is usually most desirable for a teacher and their immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, the Association representative may accompany the teacher to assist in the informal resolution of the grievance. The Association and the Board may by mutual agreement in writing extend the informal process and delay the formal presentation of a grievance. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:
- Step 1. The teacher or the Association will present the grievance in writing to the immediate supervisor within ten (10) days, unless there is a mutually agreed upon extension, after the event giving rise to the grievance. The immediate supervisor will arrange for a conference to take place within four (4) days after receipt of the written grievance. The Association's representative, the aggrieved teacher, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the aggrieved teacher and the Association within eight (8) days after the meeting. This answer shall include the reasons for the decision.
- Step 2. If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent or their official designee within six (6) days after the receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of their receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings, the Superintendent shall have six (6) days in which to provide this written decision with reasons to the Association.
- Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Board's Step 2, then the grievance shall be deemed withdrawn
- 14.5 Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

- 14.6 The arbitrator shall have no power to alter the terms of this Agreement.
- 14.7 The arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.
- 14.8 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- 14.9 If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the parties. If more than two (2) transcripts are ordered, the additional cost will be shared only by mutual agreement.
- 14.10 If the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 14.11 Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
- 14.12 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- 14.13 When a teacher is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all formal stages of the grievance procedure.
- 14.14 The Board shall furnish the grievant with relevant information necessary for the processing of the grievance.
- 14.15 No reprisals of any kind shall be taken by the Board or the administration against a teacher because of his participation in a grievance procedure.
- 14.16 Should any grievance meeting hereunder require that a teacher or an Association representative be released from their regular assignments, they shall be released without loss of pay or benefits.
- 14.17 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 14.18 A grievance may be withdrawn at any level without establishing precedent, and if withdrawn, shall be treated as though never having been filed.

ARTICLE 15

Just Cause

- 15.1 Demotion or discipline of a tenured teacher shall be for just cause and preceded by the faithful execution of the evaluation procedure and the honoring of all teacher rights included in this agreement and applicable statutes.
- 15.2 Demotion or discipline of any teacher shall be preceded by:
1. A conference, with reasonable prior written notice of the reasons for such, shall be held with the teacher by the appropriate administrator prior to taking any action.
 2. Such teacher shall be entitled to have a representative present to advise and represent the teacher during such meeting.
 3. A written explanation for the action shall be given to the teacher, and at the teacher's request a copy thereof shall be sent to the Association President or designee.
 4. A complete review of the teacher's personnel file for the teacher and representative.

ARTICLE 16

Layoff Procedure

- 16.1 If the Board shall determine it is necessary to reduce the number of teachers employed or to discontinue any program:
1. The reduction in force, process and procedure shall be subject to the relevant provisions of the School Reform Senate Bill 7 and House Bill 1197. Any recalled tenured teacher shall retain their tenured status, all accumulated seniority and current position on the salary schedule; however, the period in which the tenured teacher did not teach shall not be counted towards seniority.
 2. The seniority status of a tenured teacher reduced to part-time status shall not be affected by such reduction, and they shall continue to accumulate seniority on a pro-rata basis.
 3. Such teachers shall have seniority in the department in which they are assigned provided:
 - a. A teacher who is assigned to more than one department shall have seniority in each such department to which assigned.
 - b. Teachers may elect to have seniority in the second department provided that they have taught courses in such department for at least three (3) years of the past ten (10) years. (A year of teaching in a department shall mean that a majority of the courses taught in that year were in such department or that the teacher was assigned to such department.
 - c. Such election of a second department shall not constitute a forfeiture of seniority in the teacher's assigned department.
 - d. A teacher who elects to claim seniority in such second department shall do so by filing evidence of eligibility in writing with the Principal or designee no later than February 1 of the school term.
- 16.2 A teacher's failure to respond affirmatively within ten (10) days of receipt, or within fifteen (15) calendar days after mailing, whichever shall first occur, to the Board letter recalling such teacher shall result in termination of the teacher's right of recall. Such Board letter shall be sent by registered or certified mail to the teacher's last address on file with the Board.

ARTICLE 17

RIF Pool

If the Superintendent of the Educational Service Region in which the District is located shall officially create or sanction a clearinghouse for teachers who have been honorably dismissed, the Board will cooperate with such program by providing information on tenured teachers honorably dismissed by the Board, and by considering, where appropriate, candidates for positions made known by such clearinghouse if such are fully certified and qualified. The Association shall be notified at the time of such communication with the clearinghouse. The administration may at its discretion submit the name of non-tenured teachers who have been terminated.

ARTICLE 18

Assignments

- 18.1 During April and early May each Division Leader or Principal's designee shall meet and consult with each teacher about their tentative teaching assignment for the forthcoming year.
- 18.2 A teacher shall be given written notice of their assignment for the forthcoming year no later than thirty (30) days preceding the first day of the new school term. In the event changes in such assignments are required, as determined by the principal, the teacher affected shall be notified promptly and consulted. A change in the teacher's final assignments may be made later than thirty (30) days preceding the commencement of the coming school term provided the needs of the District clearly required the same.
- 18.3 The work day for full-time equivalent staff will consist of seven (7) hours and fifteen (15) minutes when calculating personal leave, sick leave, professional in-service training, as well as extended employment.
- 18.4 The school day shall be comprised of the following:
 1. A regular school schedule with eight (8) periods of equal length and a stand-alone resource period.
 2. A school day that shall not exceed seven (7) hours and fifteen (15) minutes.
- 18.5 A regular teaching load will include five (5) classes, two (2) preparatory periods, one (1) resource period and one (1) period duty-free lunch.
- 18.6 A minimum of eight (8) sections of Bison Intervention will be scheduled in each school year in which the contract is in effect.

ARTICLE 19

Positions for Employment

The Board will notify teachers of certificated and extra-curricular positions available through the posting of a vacancy notice on the teachers' bulletin board, through Fenton's E-mail system, and submit such notice to the Association President.

ARTICLE 20

Teacher Evaluation for Professional Development

- 20.1 The formal evaluation process shall be in accordance with Article 24. A. Evaluation of Certified Employees of the School Code and under all relevant regulations issued by the ISBE.
- 20.2 Evaluations will be conducted using the Fenton Certified Evaluation Plan.
- 20.3 The plan for appraising teacher performance by means of classroom visitations is considered to be a minimum one; that is, certain instances will require more visits than listed. Instructional observations generally will be 45 minutes or less in length.
- 20.4 The instructional observation shall conform to PERA and the requirements of the Illinois School Code.
- 20.5 The District and the Association shall meet to review the evaluation plan every (2) years.

ARTICLE 21

Personnel File

If the teacher feels a formal written evaluation is incomplete, inaccurate, or unjust, they may put their objections in writing and have them attached to their evaluation provided such shall be submitted within sixty (60) days of the teacher's receipt of the evaluation. This is to be placed in their personnel file. A file copy of the formal evaluation and attached objections shall be retained by the teacher. Both parties shall acknowledge by signatures that evaluation and objections have been read. The original copy shall be retained by the teacher.

ARTICLE 22

Salary Plan

22.1 General Conditions

1. The following shall be the basic salary plan. The Board of Education may pay added amounts above the plan.
2. The application of this plan shall not operate to reduce the salary of any administrator, supervisor, or teacher now in the service of Fenton High School.

22.2 Progression on the Salary Schedule

Progression on the salary schedule refers to vertical movement for each year of service and horizontal movement which is achieved through the earning of credit in approved courses. A maximum of one lane move per school year will be allowed. In order to progress on the salary schedule, a teacher must have their coursework completed on or before September 1 of that school year and submit an official transcript to the Superintendent or designee. Teachers who submit transcripts by August 15 will be placed on the appropriate lane and step of the salary schedule beginning with the first pay period of the school year. Teachers who submit transcripts after August 15 but on or before December 15 will be placed in the appropriate lane and will be paid retroactively to the beginning of the school year. Such payment will be made within 30 days of receipt of the official transcript.

1. Guidelines for Approval of Undergraduate Credit.
 - a. Undergraduate credit may be taken at the request or approval of the Superintendent or Assistant Superintendent for Human Resource. This requires written prior approval from the Superintendent or Assistant Superintendent for Human Resource.
2. Guidelines for Approval of Graduate Credit.
 - a. The course must be offered by a college or university accredited by one of the six regional accreditation associations in the United States.
 - b. The course must be transferable as part of a degree or certificate program, or accepted by the college or university providing the course credit. (The educator does not have to be enrolled in the degree program.)
 - c. The course content must align to the educator's current instructional assignment, a district initiative, and/or to an endorsement/certificate program in progress.

For newly hired district staff that are in a program of study that was not approved by Fenton's Superintendent and/or Assistant Superintendent at the time of hiring, the district will provide tuition reimbursement for the first year of employment, after which time, district staff must apply for the graduate approval as outlined in 22.2. After a new hire's first year, the district will only approve coursework that aligns with the educator's current instructional assignment and/or a district initiative. Coursework must be approved by the Superintendent or designee.
 - d. Any course meeting these requirements taken above master level for movement on the salary schedule requires written prior approval from both the Principal and Assistant Superintendent for HR.
3. Degree plus 15 Semester Hours.

When a teacher has completed one-half or more of the necessary credits toward a Master's Degree (or 15 semester hours of credit in their teaching field approved by the administration), an additional increment is provided by application of the B.A. +15 column of the salary index and corresponding salary schedule.

4. Master's Degree.

- a. When a teacher has completed the requirements for a Master's Degree or 30 semester hours in their teaching area at a recognized college or university, an additional increment is provided by application of the M.A. column of the salary index and corresponding salary schedule.
- b. Any teacher at Step P through X in the BA15 column who has completed the necessary requirements for lane movement will enter the MA lane in Step Q.
- c. Upon completion of a Master's Degree teachers will progress on the salary schedule for each additional 15 approved credit hours to M.A. +15, M.A. +30, M.A. +45, and M.A. +60.

5. Doctoral Degree

Upon completion of a Doctoral Degree the teacher will be placed at the M.A.+ 60 lane.

22.3 Teaching Experience Credit

1. A minimum credit allowance for prior teaching experience shall be given as follows: Credit for experience out of the District will be permitted up to eight (8) years with one year credit given for each year of acceptable public school teaching.
2. One year or more of wartime military service or two years or more of peacetime military service shall advance a teacher one year in the salary schedule. Teachers whose local teaching service is interrupted by military duty and who return immediately thereafter to the local school system, will continue to advance on the salary schedule at the regular rate for the duration of their time in service.
3. Six calendar months or two-thirds of the school year taught in this system shall constitute a year so far as the progression on the salary schedule is concerned. One-third to two-thirds school year taught in this system shall be counted as one-half year on the salary schedule. For less than one-third year of teaching in this system, no added increment shall be received.

22.4 Procedures for Recommendations

Those members of the staff on the salary schedule shall advance one step on the schedule for each year of satisfactory service.

Upon a recommendation of the administrative staff to the Superintendent, a teacher whose service has been commendatory may be advanced an additional step. Likewise, the Division Leader, the Director of Curriculum and Instruction, and the Principal may recommend to the Superintendent that a teacher who is not giving satisfactory service be held at his present step on the salary schedule. The Superintendent may recommend the granting of an additional step or holding a teacher at the present step to the Board of Education for official action.

22.5 Longevity

In recognition of good and long service, each teacher who has accumulated nineteen (19) or more years of experience at Fenton High School shall receive eight hundred and fifty dollars (\$850) each year thereafter in addition to their scheduled compensation. Each teacher who has accumulated twenty-four (24) or more years of experience at Fenton High School shall receive one thousand six hundred dollars (\$1600) each year thereafter in addition to their scheduled compensation. These amounts are non-cumulative.

22.6 Salary Schedule Placement

1. For purposes of placement on the salary schedule each step corresponds to a year of experience. For example a teacher with two years of experience would be placed on Step C, a teacher with 4 years of experience would be placed on step E.

22.7 Step D in the BA column will be considered the base salary for all multipliers in the contract.

22.8 If the State enacts a property tax freeze that impacts a levy that funds the salary schedule, there will be no increase in the base for the school year funded by that levy. Available step movement and lane changes will take place.

22.9 Salary Schedules for duration of the contract

- a. 2023-2024 Base increase from 2022-2023 of 4.9%
- b. 2024-2025 Base increase from 2023-2024 of 4.9%
- c. 2025-2026 Base increase from 2024-2025 of PTELL CPI established Dec. 31, 2023 with a floor of 3.0% and a ceiling 4.9%
- d. 2026-2027 Base increase from 2025-2026 of PTELL CPI established Dec. 31, 2024 with a floor of 1.5% and a ceiling 3.5%
- e. 2027-2028 Base increase from 2026-2027 of PTELL CPI established Dec. 31, 2025 with a floor of 1.5% and a ceiling 3.5%

Year 1	Year 2	Year 3	Year 4	Year 5
Base increase 4.9% (plus step)	Base increase 4.9% (plus step)	PTELL CPI Floor 3% Ceiling 4.9% (plus step)	PTELL CPI Floor 1.5% Ceiling 3.5% (plus step)	PTELL CPI Floor 1.5% Ceiling 3.5% (plus step)

If the State enacts a property tax referendum whereby the district's property tax revenues are reduced/refunded, the Board and the Association will engage in a discussion about the impact of the reduction and possible steps to alleviate, including negotiations as needed.

22.10 Salary Schedule 2023-2024

2023-2024 Salary Schedule (D-BA1 Used for Stipends)								
Lane	BA	BA-15	BA+30/MA	MA-15	MA-30	MA-45	MA-60	
A	57,766	58,888	61,132	63,374	65,618	67,861	70,105	1
B	59,179	60,733	64,626	67,281	70,039	72,583	75,236	2
C	60,627	62,633	68,319	71,427	74,757	77,633	80,743	3
D	62,109	64,594	70,857	73,972	77,269	80,194	83,526	4
E	63,565	66,029	73,489	76,608	79,869	82,836	86,404	5
F	65,055	67,498	76,217	79,338	82,552	85,567	89,382	6
G	66,580	68,999	79,049	82,164	85,329	88,388	92,463	7
H	68,140	70,532	81,984	85,092	88,197	91,303	95,649	8
I	69,738	72,100	84,788	87,946	91,104	94,276	98,527	9
J	71,371	73,703	87,686	90,898	94,106	97,344	101,495	10
K	73,045	75,341	90,684	93,946	97,208	100,515	104,552	11
L	74,757	77,017	93,786	97,100	100,411	103,788	107,699	12
M	76,320	78,629	96,992	100,356	103,721	107,167	110,942	13
N	77,914	80,275	100,309	103,724	107,140	110,657	114,282	14
O	79,546	81,955	102,779	106,201	109,622	113,132	116,775	15
P	81,208	83,671	105,312	108,738	112,161	115,662	119,322	16
Q	82,906	85,424	107,906	111,335	114,760	118,250	121,924	17
R	84,640	87,211	110,565	113,993	117,419	120,894	124,583	18
S	86,408	89,037	113,290	116,716	120,140	123,597	127,301	19
T	88,217	90,901	116,080	119,504	122,924	126,361	130,079	20
U	90,061	92,805	118,940	122,357	125,771	129,187	132,916	21
V	-	94,747	120,478	123,895	127,311	130,976	134,949	22
W	-	96,730	122,032	125,451	128,870	132,788	137,014	23
X	-	98,755	123,609	127,029	130,446	134,624	139,110	24
Y	-	-	125,207	128,626	132,043	136,487	141,238	25
Z	-	-	126,822	130,242	133,659	138,377	143,399	26
AA	-	-	128,462	131,879	135,295	140,290	145,594	27
AB	-	-	131,876	135,257	138,636	143,862	149,393	28
AC			132,876	136,257	139,636	144,862	150,393	29
AD			133,876	137,257	140,636	145,862	151,393	30

22.10 Salary Schedule 2024-2025

2024-2025 Salary Schedule (D-BA1 Used for Stipends)								
Lane	BA	BA-15	BA+30/MA	MA-15	MA-30	MA-45	MA-60	
A	60,597	61,773	64,127	66,480	68,833	71,186	73,540	1
B	62,079	63,709	67,792	70,578	73,470	76,140	78,923	2
C	63,598	65,702	71,667	74,927	78,420	81,437	84,699	3
D	65,153	67,759	74,329	77,597	81,056	84,123	87,618	4
E	66,680	69,265	77,090	80,362	83,782	86,895	90,638	5
F	68,242	70,805	79,952	83,226	86,597	89,760	93,762	6
G	69,842	72,380	82,923	86,190	89,510	92,719	96,994	7
H	71,479	73,988	86,001	89,261	92,518	95,777	100,336	8
I	73,155	75,633	88,942	92,255	95,568	98,895	103,355	9
J	74,868	77,314	91,983	95,352	98,717	102,114	106,468	10
K	76,624	79,033	95,127	98,550	101,971	105,440	109,675	11
L	78,420	80,790	98,381	101,858	105,331	108,874	112,976	12
M	80,060	82,482	101,744	105,273	108,803	112,418	116,378	13
N	81,732	84,208	105,224	108,807	112,389	116,079	119,882	14
O	83,443	85,971	107,815	111,405	114,993	118,675	122,497	15
P	85,188	87,771	110,473	114,066	117,657	121,329	125,168	16
Q	86,968	89,610	113,194	116,790	120,383	124,044	127,899	17
R	88,787	91,484	115,982	119,578	123,172	126,818	130,688	18
S	90,642	93,400	118,841	122,435	126,027	129,654	133,539	19
T	92,539	95,355	121,768	125,360	128,947	132,553	136,453	20
U	94,474	97,352	124,768	128,353	131,934	135,518	139,429	21
V	-	99,389	126,381	129,966	133,549	137,394	141,561	22
W	-	101,470	128,012	131,598	135,184	139,294	143,728	23
X	-	103,594	129,666	133,253	136,838	141,221	145,926	24
Y	-	-	131,342	134,929	138,513	143,175	148,159	25
Z	-	-	133,036	136,624	140,209	145,157	150,426	26
AA	-	-	134,756	138,341	141,924	147,164	152,728	27
AB	-	-	138,338	141,885	145,429	150,911	156,714	28
AC	-	-	139,338	142,885	146,429	151,911	157,714	29
AD	-	-	140,338	143,885	147,429	152,911	158,714	30

ARTICLE 23

Extra Duty Pay

- 23.1 If the following positions are contracted, the following percentages of the base salary shall apply as extra duty pay. In addition, coaches for the Speech Team, Math Team, Contest Drama, Group Interpretation, Academic Bowl and any activities that have an Illinois High School Association State Series will receive \$30 per two (2) hour practice session and contest beyond the first scheduled contest in the Illinois High School Association State series with a maximum of \$150 per activity.
- 23.2 A sponsor will be placed on the schedule according to their accumulated in-district experience in each activity.
- 23.3 A sponsor moving to a position within a related activity (related activities are indicated by letter) will receive full in-district experience credit. A sponsor in one activity moving to or adding a position in another activity will receive one-half of his/her in-district experience credit. Any fraction under one-half year will be treated as less than a year in-district experience and any fraction over will be treated as a full year in-district experience. A maximum of four (4) years of experience for out-of-district sponsorship in the same activity will be granted.
- 23.4 Teachers who accept extra-curricular assignments as part of their original contract will be required to fulfill those assignments during their non-tenured probationary period, unless released from said responsibility by the principal or designee.
- 23.5 Any sponsor who will not be returning the following year in their present activity position will need to notify the Activities Director of their intent to resign on or before May 15th. Resignations after May 15 would require the approval from the district Superintendent.
- 23.6 If any of the following positions are changed to include additional responsibilities to those stated in the job description, the pay for that position shall be adjusted upward by agreement of the F.E.A. and Board.

23.7 The following index schedule is based upon the D step on the B.A. column of the teachers' compensation schedule.

	1	2	3	4	5	6	7	8
American Sign Language	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Auto Club	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
BEAT	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Black Student Union	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
BRAVE (B)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Contest Drama (E)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Dungeons & Dragons	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Film Club	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Girls Flag Football	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Group Interpretation (E)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Health Care Professional Club	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Image Makers	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Inst. Music Asst (A)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
International Thespian Society	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Just Dance	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Mariachi Band (A)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
National Honor Society Assistant (B)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Tri-M Honor Society (B)	3.5	4.0	4.5	5.0	5.5	6.0	6.5	7.0
Bison Buddies	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Color Guard (A)	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Computer Science & Engineering	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Hiking Club	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Students on Stage (E)	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Swing Choir (A)	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5
Asst Director - Fall Play (E)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
FCCLA	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Freshman Class Advisor (B)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Sophomore Class Advisor (B)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Senior Class Advisor (B)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Interact (B)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Jazz Band (A)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Marching Band (A)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Musical Play - Instrumental (A)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0
Pep Band (A)	4.5	5.0	5.5	6.0	6.5	7.0	7.5	8.0

Academic Bowl (C)	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Highlights Business (D)	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Kaleidoscope (D)	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Link Crew	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Math Team (C)	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5
Asst Director - Spring Musical (E)	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Instrumental Music (A)	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Musical Play - Vocal (A)	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Technical Director - Fall Play (E)	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Theatre Director - Fall Play (E)	5.5	6.0	6.5	7.0	7.5	8.0	8.5	9.0
Junior Class Advisor	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5
Technical Director - Spring Musical (E)	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5
Theatre Director - Spring Musical (E)	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5
National Honor Society (B)	6.5	7.0	7.5	8.0	8.5	9.0	9.5	10.0
Students United (STUNT)	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5
Highlights (D)	7.5	7.5	8.0	8.5	9.0	9.5	10.0	10.5
Signal	7.5	7.5	8.0	8.5	9.0	9.5	10.0	10.5
Student Council (B)	7.5	7.5	8.0	8.5	9.0	9.5	10.0	10.5
Vocal Music (A)	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5
Chess Club	9.5	10.0	10.5	11.0	11.5	12.0	12.5	13.0
Speech (E)	13.0	13.5	14.0	14.5	15.0	15.5	16.0	16.5
SEL Coord	14.0	14.5	15.0	15.5	16.0	16.5	17.0	17.5
House Manager	15.5	16.0	16.5	17.0	17.5	18.0	18.5	19.0

23.8 There will be seven (7) Instructional Coaches. An effort will be made to include Teacher Leaders from multiple departments. This group will:

1. serve on the School Improvement Team;
2. work with the Director of Learning;
3. serve on assigned committees, such StamPD, EOS, etc.;
4. have no evaluative responsibilities, they will be a resource and support for teachers;
5. perform duties during prep times, before and after school. Instructional coaches may not serve as lunch duty supervisors;
6. be assigned up to 35 hours summer work at the summer school rate in 29.4 (for new teacher induction, summer professional development, etc.) and may be compensated for additional summer work as approved by the Director of Learning;

7. Be compensated for attending workshops and conferences at the summer workshop rate in 29.7. A summer school teacher shall not be paid less than the summer school rate in the event that the workshop is during an assigned summer school session;
8. be evaluated annually;
9. be paid a stipend of 10% of base.

23.9 The 504 Coordinator will coordinate and facilitate all 504 meetings. There will be one release period with no additional compensation.

23.10 Work Internship Release

All Work Internship Coordinators will receive a minimum of a one period release time for each Work Internship course taught.

ARTICLE 24

Coaches Salary Index

24.1 The following index schedule is based upon the D step on the B.A. column of the teachers' compensation schedule.

A	B	C	D	E
Football Boys Basketball Wrestling Boys Track Girls Track Girls Basketball Trainer-(Per Season)	Boys Volleyball Boys Tennis Boys Swimming Boys X-Country Boys Soccer Girls Tennis Girls Volleyball Gymnastics Girls Swimming Girls Soccer Girls X-Country Baseball Softball Basketball-Cheerleading	Golf Bowling Badminton Special Olympics Basketball		Asst. AAD. (Per Season) Football-Cheerleading Dance Force (Fall/Winter)

COACH		STEP 1 <u>1-2 Years</u>	STEP 2 <u>3-4 Years</u>	STEP 3 <u>5-6 Years</u>	STEP 4 <u>7-8 Years</u>	STEP 5 <u>9-10 Years</u>	STEP 6 <u>11+ Years</u>
<u>A</u>	Head	12.5%	13.5%	15.0%	16.5%	17.5%	19.0%
<u>A</u>	Asst.	9.0%	10.0%	11.5%	13.5%	14.0%	15.5%
<u>B</u>	Head	11.0%	12.0%	13.5%	15.0%	16.0%	17.5%
<u>B</u>	Asst.	8.0%	9.0%	10.5%	12.0%	13.0%	14.5%
<u>C</u>	Head	10.0%	11.0%	12.5%	14.0%	15.0%	16.5%
<u>C</u>	Asst.	7.5%	8.5%	10.0%	11.5%	12.5%	14.0%
<u>D</u>	Head	9.0%	10.0%	11.5%	13.0%	14.0%	15.5%
<u>D</u>	Asst.	7.0%	8.0%	9.5%	11.0%	12.0%	13.5%
<u>E</u>	Head	7.0%	8.0%	9.5%	11.0%	12.0%	13.5%
<u>E</u>	Asst.	5.0%	6.0%	7.5%	9.0%	10.0%	11.5%

24.2 A coach will be placed on the schedule according to their accumulated in-district experience in each sport. Coaches with more than six years experience start on Step IV.

24.3 An assistant moving to a head position in the same sport will receive full in-district experience credit. An assistant or head coach in one sport moving to or adding a head or assistant position in another sport will receive one-half of their in-district experience credit. Any fraction under one-half year will be treated as less than a year in-district experience and any fraction one-half year or over will be treated as a full year in-district experience.

- 24.4 A maximum of four (4) years of experience for out-of-district coaching in the same sport will be granted.
- 24.5 Coaches will receive \$30 per two (2) hour practice session or contest during vacation up to a maximum of ten (10) sessions per sport. In addition, coaches will receive \$30 per practice session or contest beyond the first scheduled contest in the Illinois High School Association State series. Coaches will be paid for only one practice per day during the extended season
- 24.6 Teachers who accept coaching assignments as part of their original contract will be required to fulfill those assignments during their non-tenured probationary period, unless released from said responsibility by the principal or designee
- 24.7 Coaches who will not be returning the following year in their present coaching position will need to notify the Athletic Director their intent to resign on or before May 15th if they coach a fall or winter sport. Coaches of spring sports will have to notify the Athletic Director on or before September 1 of their intent to resign. Resignations after May 15 for the fall/winter or September 1 for the spring would require the approval from the district Superintendent.
- 24.8 Any person who occupies the position of Head Athletic Trainer or Assistant Athletic Trainer must be certified and licensed by the Illinois Department of Professional Regulation.
- 24.9 The District and FEA agree that the position of Athletic Trainer is bargaining unit work. In the event the trainer cannot fulfill the duties of all three athletic seasons, the District will seek outside training services that best fulfill the needs of District 100 for seasons not covered by the certified staff member. If the District cannot secure one or two season training services that best fit the District's needs, the internal candidate will be contacted to see if they would reconsider and assume full-time responsibilities. The Athletic Director will have up to thirty days to find a replacement for the necessary seasons and then give the certified teacher ten (10) days for right of first refusal. If the certified teacher chooses not to be trainer for all three seasons, the District reserves the right to hire an outside agency for training services for all three seasons.
- 24.10 In addition to the stipend, the Assistant Athletics/Activities Director has 1 release period.

ARTICLE 25

Job Descriptions

A joint advisory committee made up of two (2) teachers designated by the Association President and two (2) representatives designated by the Board shall be created to monitor the job descriptions for extra-curricular positions. The committee shall submit all recommendations for changes, additions, or deletions to job descriptions to the Board or its designee and to the Association. Changes will be subject to agreement by both parties.

The development of job descriptions shall likewise not be construed as an indication that any particular extra-curricular position shall be filled at all times.

Individual job descriptions will be distributed to the person(s) responsible for the individual activity. A complete job description will be maintained by the Principal or designee.

This Article shall not be construed as to incorporate any job descriptions into this Agreement, nor to make the appropriateness of any job descriptions subject to the provisions of Article 14 of this Agreement.

ARTICLE 26

Additional Load and Substitution

- 26.1 If a teacher teaches in their teaching field on a regular basis more than the teaching load as set forth in this Agreement, they shall receive additional compensation at the rate of 1/925 of their annual salary exclusive of extra duty pay. All other voluntary assignments shall be made based on the current class period substitution rate.
- 26.2 When there is the need for a class period substitute as determined and approved by the Division Leader, a teacher may accept a class or portion of a class other than their own beyond their normal teaching load and shall be compensated at the rate of thirty dollars (\$30) per class period.
- 26.3 Representatives from the FEA and Administration will meet three (3) times a year to review the effectiveness of the substitute process and procedures.

ARTICLE 27

Compensation for School Events / Penalty Supervision

Compensation for School Events

- 27.1 Teachers assisting at home events outside of the regular school day, under the direction of the Director of Activities, Director of Athletics, or the Assistant Athletics Director, and functioning as timers, officials, scorekeepers, announcers, or team photographer (photographer – both home and away events), shall be compensated at fifty-four dollars (\$54) per event or twenty-seven dollars (\$27) per hour, whichever is greater. Teachers assisting in other capacities (i.e., chaperones, ticket takers or sellers, crowd control, etc.) shall be compensated at forty-four dollars (\$44) per event or twenty-two dollars (\$22) per hour, whichever is greater.
- 27.2 Teachers assisting at away events outside of the regular school day shall be compensated at one hundred and eight dollars (\$108) per event or twenty-seven (\$27) per hour, whichever is greater.
- 27.3 Teachers and other Fenton employees outside of administration will be given first opportunity on a voluntary basis to serve as chaperons/workers for school events (i.e., dances, sports events, plays, etc.) and paid as described in 27.1 and 27.2.

ARTICLE 28

Extended School Year

Extended employment at the beginning or end of the school term shall be compensated at the rate of 1/185 of the teacher's regular salary as prescribed in Articles 22 and 32 hereof for each such day of employment, provided such extended employment shall occur only upon the agreement of the Board and the teacher. Summer schools, summer workshops, and other similar activities shall not be considered a part of the extended employment of the employee.

ARTICLE 29

Summer School/Summer Work

29.1 Summer school teaching positions shall be offered in the following order:

29.1a Summer school teaching positions other than Credit Recovery shall be offered to teachers certified and qualified to teach the subject matter in the following order:

1. To teachers who taught the same subject or in the same department either of the two (2) summers prior and took a BOE approved Parental Leave, Medical Leave, Educational Leave, Other Leave, or Sabbatical Leave as described in sections 39.17 through 39.21 of this contract within the previous two (2) school years.
2. To teachers who taught the same subject during the preceding Fenton summer school term.
3. To teachers who taught the same subject during the preceding spring school term.
4. To teachers who taught the same subject during the preceding fall school term.
5. To teachers who taught in the same department in the most recent of the previous two summer school terms.
6. To teachers in the same department with the greatest seniority in the district.
7. To teachers outside the department with the greatest seniority in the district.
8. If a tie remains, teachers may split the position equally.

29.1b Credit Recovery Summer school teaching positions shall be offered to teachers certified and qualified to teach the subject matter in the following order:

1. To teachers who taught Credit Recovery either of the two (2) summers prior and took a BOE approved Parental Leave, Medical Leave, or Other Leave as described in sections 39.17 through 39.21 of this contract within the previous two (2) school years.
2. To teachers who taught summer school Credit Recovery during the preceding Fenton summer school term.
3. To teachers who taught Credit Recovery during the preceding spring school term.
4. To teachers who taught Credit Recovery during the preceding fall school term.
5. To teachers who taught summer school Credit Recovery during the most recent of the previous two summer school terms.
6. To teachers with the greatest seniority in the District.
7. If a tie remains, teachers may split the position equally.

29.2 No teacher shall be compelled to teach a summer school course made up of more than one (1) regular course offering. A teacher may decline to teach such a multiple course offering without forfeiting their right to teach some other summer school course pursuant to the preceding section.

- 29.3 Nothing herein shall be construed as to require the Board to conduct a summer school. No other article of this Agreement shall apply except as specifically provided.
- 29.4 All teachers employed to teach summer school, shall be paid at the same rate. The hourly pay rate will be set by multiplying the current base salary by .000746. In addition, one half hour of paid prep time per day will be provided to classroom teachers in summer school.
- 29.5 Summer school salary shall be paid in two installments, one of which shall occur on or before June 30, and one of which shall occur on or before the last day of summer school, provided that this section shall apply only to teachers who teach summer school during both June and July and who are employed to teach on or before June 10. In addition, every effort will be made to provide a payment in June for those teachers hired after June 10.
- 29.6 All teachers employed for curriculum writing shall be paid at the same rate. The hourly pay rate shall be set by multiplying the current base salary by .000452.
- 29.7 All teachers attending summer workshops including new teacher orientation at Fenton High School shall be paid at the same rate. The hourly pay rate shall be set by multiplying the current base salary by .000358.
- 29.8 All teachers performing summer maintenance at Fenton High School shall be paid at the same rate. The hourly pay rate shall be set by multiplying the current base salary by .000339.

ARTICLE 30

Pay Dates

- 30.1 The parties agree that teachers will have a choice of equal bi-monthly payment of salary extending over twenty (20) or twenty-four (24) continuous pay periods commencing with the first pay period of the contract year.
- 30.2 All current teachers using direct deposit will continue to do so. Any current staff members not using direct deposit are encouraged to enroll in direct deposit. Any new employee will be required to use direct deposit.
- 30.3 Said selection of pay period option shall be determined no later than one calendar month prior to the opening date of school.
- 30.4 Said selection of pay-period option shall remain in effect for the entire school year. Each teacher will have the option to change programs once per year to be effective during the next school year.
- 30.5 Teachers employed within one calendar month prior to or subsequent to the opening date of school, shall make a selection of any periods at time of hire. Said selection shall remain in effect for the entire school year.
- 30.6 Coaches and sponsors will be paid during the season of the extracurricular activity.

ARTICLE 31

Payment to Teachers' Retirement System

- 31.1 The Board shall remit for each teacher nine percent (9%) of the Compensation Schedule herein to the Illinois Teachers' Retirement System to be applied for the account of such teacher. The total remittance of the contract year shall be made over each payroll period per employee. It is the intent of the parties by this Agreement to qualify these payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System.
- 31.2 The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement.
- 31.3 No teacher shall have the option of choosing to receive the amounts contributed by the Board directly, and the assumption and payment of teachers' required contribution to the Illinois Teachers' Retirement system is a condition of employment made in order to secure the teacher's future service, knowledge, and experience.

Teachers' Health Insurance Security Contribution

- 31.4 The Board shall pick up and pay on behalf of all bargaining unit members an amount up to one and one-quarter percent (1.25%) of salary earned by each bargaining unit member (the "Contribution Limit") to the Teachers' Health Insurance Security ("THIS") Fund. If the Contribution Limit increases beyond 1.25% the teacher will be responsible for making any contribution above 1.25%. The Board shall remit this Contribution to the Illinois Downstate Teachers' Retirement System ("TRS") as the Fund's collection agent. The parties acknowledge and agree that the Board's obligation under this section shall not exceed the Contribution Limit. If the amount of any bargaining unit member's contribution exceeds the Contribution Limit, then the bargaining unit member shall be solely responsible for the difference between their contribution and the Contribution Limit. If the amount of any bargaining unit member's contribution is below the Contribution Limit, then the Board's obligation with respect to that bargaining unit member shall be limited to the actual contribution amount. Unless TRS issues a written ruling to the contrary, payments made by the Board to TRS under this section shall not be reportable to TRS as creditable earnings. The parties further agree that said payments shall be excluded from the bargaining unit member's taxable income pursuant to a private letter ruling issued to the IEA-NEA on April 8, 1996.
- 31.5 The Board and the Association make no commitment or guarantee that the Board's payment of the Contribution Limit will continue to be excludable from the bargaining unit member's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply.

Because neither party can represent what position the IRS or any other government entity will take with respect to these payments and withholdings, it is mutually agreed that each side will be responsible for any miscalculations for which it is legally responsible without indemnification or any other recourse from the other side. That is, if it is subsequently determined that a bargaining unit member should have paid taxes on any portion of the Contribution Limit for which they did not pay taxes, the interest and penalties are the bargaining unit member's responsibility alone. If the Board is penalized for failing to withhold enough taxes based on the payroll information in its possession at the time of payment to the Contribution Limit, those penalties are the Board's responsibility alone. Both the Board and the bargaining unit member expressly waive the right to seek indemnification or reimbursement from the other as the result of any government decision on the taxability of these amounts. In the event the IRS, or any other

government entity, determines that a bargaining unit member owes more taxes, he or she has no right to seek additional sums from the Board.

31.6 If the Internal Revenue Service or a court shall determine that such payments by the Board are not properly excludable from income, the Board shall resume withholding of all taxes.

31.7 The Association and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reasons of a faithful payment of contributions to the Illinois Teachers' Retirement System pursuant to the provisions of this Section. No claim, demand, action, or suit, which shall assert liability of the Board and/or the Association, shall be settled or compromised in any manner without the express written consent of both parties.

ARTICLE 32

Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of such teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly negotiated by the Association and the Board provided such deduction may be accomplished on existing Board equipment.

ARTICLE 33

Retirement

33.1 Retirement Options Available

The following program and any other comparable state early retirement program which becomes effective during the term of this Collective Bargaining Agreement are available as separate and mutually exclusive options to eligible members of the bargaining unit pursuant to the terms and conditions set forth hereinafter. These options are not cumulative or additive. In the event that a bargaining unit member makes an election and is approved for one of the options contained herein, the bargaining unit member's election is irrevocable regardless of any statutory amendments, revisions, or enactments which occur after the effective date of this 2023-2028 Collective Bargaining Agreement; provided that in the event of extraordinary circumstance which might compel a teacher to withdraw such intent to retire, the Board may, at its discretion, allow such teacher to rescind this resignation, provided such resignation is submitted to the Board prior to the receipt of any retirement benefits hereunder.

For the purposes of Article 34, full-time equivalent years of service shall mean school years in which the teacher has carried a five-fifths (5/5) or equivalent load for a full school term. A school term shall include leaves of absence as described in Article 40. Full year leaves of absence or sabbaticals shall be considered full-time equivalent years of service. Teachers who terminate service with District 100 and subsequently return to service with the District shall accumulate their full-time equivalent years of service. The intervening year(s) in which they were not employed by the District shall not count toward the accumulation of full-time equivalent years.

District Retirement Incentive Plan

- A. To be considered for retirement incentives, the employee must:
1. have completed a minimum of 15 years of cumulative full-time employment with the District immediately preceding retirement,
 2. must be eligible to retire with the Teacher's Retirement System; and
 3. must submit a notice of intent to retire to the Superintendent on or before March 1st in any year covered by this contract with a retirement date effective on or before June 15th of the retirement year. The retirement year cannot be more than four (4) school years after the submission of the letter.
- B. Upon meeting the requirements of Section A and to qualify for the district incentive plan the teacher must submit an irrevocable written notice of intent to retire to the board of education. Upon the issuance of the irrevocable written notice of intent to retire the teacher shall receive up to four years of a 6% increase over the previous year's teacher's salary (base salary plus longevity). Under no circumstances may a teacher participating in the district retirement incentive plan receive an increase in the teacher's salary exceeding 6% over the prior year teacher's salary. A retiring teacher may receive no more than four (4) years of six (6)% creditable earnings increases under this program. This incentive is provided in exchange for the teacher's filing of a notice of intent to retire and not for any services the teacher has or will perform for the District.
- C. The retirement incentive provided for in Section B shall be distributed as follows:
1. Four (4) or more year notice: Upon the submission of a notice of intent to retire of four (4) or more years, the teacher's salary (base salary plus longevity) shall be increased by six (6) percent over the previous year's teacher's salary in the fourth year prior to retirement. In order to be eligible for this payment, the notice of intent to retire must be filed by no later than March 1st of the fourth year prior to the teacher's retirement. Annually thereafter, the teacher's salary will be maximized to six (6) percent over the previous year's creditable earnings for each remaining year of employment payable on the last pay date in June.

2. Less than four (4) year notice: Upon the submission of a notice of intent to retire of less than four (4) years, the teacher's salary (base salary plus longevity) will annually be maximized to six (6) percent over the previous year's creditable earnings for each remaining year of employment.
3. In the event of a life-changing circumstance, on or before April 15 of the intended retirement year, the teacher has the right to request that the board authorize a return for an additional year with the employee compensation being determined by their location on the salary schedule (step and lane) to match the salary prior to the first year of enhancement or retirement incentive. Such approval is entirely at the discretion of the board.
4. An employee for whom an extra-duty stipend or additional creditable earnings (e.g., coaching, activities, game worker, or summer curriculum, etc.) was part of the Employee's creditable earnings in the school year prior to the school year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend/earnings for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may an Employee participating in this program receive a non-exempt creditable earnings increase exceeding 6% over the Employee's prior year's creditable earnings. Creditable earnings that are exempt from TRS rules are not limited.

33.2 A teacher who terminates their service with the District and retires from teaching may, at their option, continue in the group health/major medical and/or dental plans provided by the District in accordance with COBRA and any other applicable statute. Teachers with a minimum of an accumulated total of fifteen (15) years of full-time equivalent service in the District immediately preceding retirement, who retire under the provisions of the Illinois Teacher's Retirement System (ITRS), may enroll in a qualified health maintenance organization (HMO) in the hospital-surgical-major medical insurance group plan provided by the ITRS, or a hospital-surgical-major medical insurance plan(s) of the retiree's choice other than that available through the District. Those teachers that submit their intent to retire under this contract will be eligible to receive the following benefit: the District will pay up to the amount in effect for the Managed Care Plan (HMO) through ITRS (\$246.75 in 2017) up to a maximum total amount of \$500 times the teacher's total number of years of service at Fenton up to 30 years (maximum total amount of \$15,000). This section shall cease to be operative upon the death of the retiree, after ten (10) years, or upon becoming Medicare eligible whichever shall first occur.

33.3 Eligible retirees under either plan will be paid a service bonus of \$2,500.00 with a total of 20 to 24 years of service. A service bonus of \$3,000.00 will be paid to those teachers with 25 years or more of accumulated service. Such payment will be in a lump sum subject to all withholding required by law and shall be due and payable as severance after the teacher's retirement and after the teacher's receipt of final paycheck, or last check if under the 6% cap.

33.4 For those tier 2 members that participate in a 403b plan the District will contribute \$1 for every \$2 the member contributes up to seventy five dollars (\$75) per month.

ARTICLE 34

Tuition Reimbursement

- 34.1 The Board of Education will contribute towards the tuition cost per teacher for pre-approved courses related to the field of education or the teacher's assigned teaching areas.
- 34.2 A teacher cannot be reimbursed for tuition costs in the same year as making a lane change.
- 34.3 This reimbursement shall be for the tuition cost incurred but shall not exceed \$275 per credit hour, \$1,500 per individual, and shall not exceed \$30,000 for the entire staff in any agreement year. Should reimbursement requests exceed the maximum allotted amount in any given year, the credit hour allotment per teacher shall be adjusted on a pro-rata basis.
- 34.4 In order to qualify for the tuition reimbursement, the teacher must show evidence of successful completion of the course by submitting a transcript that indicates a grade of "B" or better or "Pass", when permitted by the institution and when "Pass" is equivalent to acceptable credit. Requests for reimbursements shall be filed with the Superintendent or his designee by October 31. Reimbursements for qualifying courses shall be made no later than December 15. In order to qualify for tuition reimbursement, the teacher must meet the Guidelines for approval for Graduate Credit as outlined in Article 22.2-2.

ARTICLE 35

Special Training Costs

Teachers will be reimbursed full tuition costs for courses they are asked to take by the District in order to qualify to teach a special subject.

ARTICLE 36

Professional In-Service Training

A teacher in-service education program will be developed by the Association and the administration each school year. The program could consider both school year and summer activities. This educational program may relate to college-approved instruction for professional growth and curriculum improvement.

ARTICLE 37

Insurance

The Board of Education shall provide an insurance program as described below.

- 37.1 The Board of Education and employees shall share in the paying of insurance premiums for hospitalization insurance. The Board shall pay the following percent of its share of the premium for hospitalization/health/life insurance for teachers in District 100.

Insurance premium schedules will be inserted as Addenda to the Contractual Agreement once the premium for each year has been established.

- 37.2 Insurance coverage shall remain at a level no less comprehensive than that which was in effect as of September 1, 2005. However, for teachers electing hospitals (under the major medical portion of the plan) in the Preferred Provider Plan (PPO Plan), the Board shall pay 80 percent of insured hospital expenses, and the teacher shall be responsible for 20 percent. For those not electing hospitals in the PPO Plan, the Board shall pay 70 percent of insured hospital expenses, and the teacher shall be responsible for 30 percent. In either case, the Board expense shall be paid after the teacher has satisfied plan deductible requirements. The Board shall pay the monthly premium for the teacher electing individual hospitalization/health and life insurance (subject to the provisions of 37.2) as follows:

After this contract has been ratified by both parties, if any Fenton Employee, including employees not covered by this agreement, is given access to any health insurance plan not available to members of the Association, that plan shall be opened at the next open enrollment period to all Association members at the same employee and board contribution rates as the non-Association employee given access to the plan.

37.3 Premiums

Individual Premiums:

PPO2 - The Board shall pay 85% of the premium and the employee 15%.

HMO Illinois - The Board shall pay 90% of the premium and the employee 10%.

HMO Blue - The Board shall pay 94% of the premium and the employee 6%.

Family Premiums:

PPO2 - The Board shall pay 80% of the premium and the employee 20%.

HMO Illinois - The Board shall pay 85% of the premium and the employee 15%.

HMO Blue - The Board shall pay 90% of the premium and the employee 10%.

- 37.4 The Board and employee shall share in the paying of insurance premiums for dental insurance for both single and family coverage as follows: the Board shall pay 88% and the employee 12%.

- 37.5 This Article (37) shall not be applicable to non-tenured teachers employed less than four-fifths (4/5ths) of the normal teacher workday. Any Board payment due to any part-time teacher, pursuant to this Article (37), shall be prorated.
- 37.6 The method selected by the Board to fund the hospitalization plan shall not alter the Board's obligation to the teachers to provide the agreed upon schedule of benefits. The insurance underwritten in conjunction with the hospitalization/health/life plan shall be administered as if governed by all the insurance laws and commission rules applied to insurance companies operating within the State of Illinois.
- 37.7 A committee consisting of two members of the Fenton Education Association, the Associate Superintendent for Operations and the Board's insurance counsel shall meet no less often than once per calendar quarter to monitor, review, and recommend changes in the insurance program. At least one (1) of the scheduled insurance committee meetings will focus on medical insurance cost containment measures.
- 37.8 The Board shall continue to implement and maintain, an IRS Section 125 "pass-through" plan covering premiums for hospitalization/health/life insurance.
- 37.9 A Flexible Spending Account (FSA) will be initiated by the Board on behalf of eligible employees. The start-up costs shall be paid by the Board. The monthly third party administrative costs shall be paid by those employees electing to take part in the FSA program.

ARTICLE 38

Damage to Automobile

Upon proper application in writing, the Board agrees to reimburse a teacher for damage to their automobile properly parked in the school parking lot during the school day and when performing any other school related jobs or duties outside of the school day. Such reimbursement shall be limited to no more than \$50 and shall be accompanied by a police report.

Personal Property Damage

The Board will reimburse a teacher for damage or loss of personal property, up to an amount not to exceed \$100, when such loss or damage of personal property arises out of and in the course of the teacher's employment under the following circumstances:

1. The property was brought to school to be used as an adjunct to instructional activities and with prior approval of the Principal.
2. This provision shall not apply if the negligence of the teacher contributed to the damage or loss.
3. The damage or loss was in no way related to any action of the teacher, which was in violation of Board Policy or administrative direction.
4. The reimbursements shall be limited to the depreciated value of the property and shall be further reduced by any recovery available to the teacher under any applicable policy of insurance.
5. Any payment by the Board hereunder shall not be construed as admission of responsibility or liability by the Board, its' agents, or employees.

ARTICLE 39

Leave Policy

Sick Leave

39.1 The Board of Education shall grant all teachers sick leave provisions of fifteen (15) days at full pay in each school year. If any teacher does not use the full amount of sick leave thus allowed, the unused amount shall accumulate to a maximum available sick leave (not including the sick leave of the current year) up to a maximum of three hundred and seventy days (370).

Sick Leave Bank

- 39.2 A sick leave bank plan will be established to provide extended sick leave to those District 100 teachers who have exhausted their sick leave and incur a prolonged illness or hospitalization and recovery. This sick leave bank will be subject to the guidelines listed in 39.3 through 39.9.
- 39.3 All District 100 teachers will participate in the sick leave bank. Summer employment shall be excluded from this plan, but District 100 teachers employed beyond the end of the school term as a continuation of their school term employment, shall continue to participate in the plan during such extended employment.
- 39.4 The Superintendent in consultation with the Principal will administer the sick leave bank.
- 39.5 At the beginning of the 2023-2024 school year, the Board will make a one-time initial contribution to the sick leave bank in the amount of 300 days. In the year that the sick leave bank balance is below 250 days, each Teacher will contribute 1 sick day the following school year. In the event that the sick leave bank is depleted, each teacher will contribute 1 sick leave day that same year.
- 39.6 No teacher will be able to draw from the bank until their own accrued sick leave days have been depleted, they have presented a doctor's written verification of their illness and their request has been approved by the Superintendent and acted upon by the Board. Recurring absences due to the same or related illness or disability, indicated by a doctor's written verification, do not have to be consecutive.
- 39.7 A teacher may not utilize more than 360 days from the sick leave bank.
- 39.8 No teacher will accumulate annual sick leave while participating in the sick leave bank.
- 39.9 The sick leave bank shall not be utilized during any period a teacher is on an unpaid leave of absence or during sabbatical leave. If a teacher has qualified for permanent disability, has drawn thirty (30) days from the sick leave bank at the time of qualifying for the disability, and the use of the bank is interrupted by the ending of the school term, the teacher shall no longer have access to the sick leave bank.
- 39.10 The sick leave bank shall be applicable only to the personal illness of the teacher and shall not be applicable to the illness or death of any other person.

Unused Sick Leave

39.11 If a teacher accumulates up to 340 days of unused sick leave and uses those days toward TRS retirement service credit, they would receive no compensation for those days. If the teacher accumulates up to 170 days or unused sick leave and does not use those days toward TRS retirement service credit, they will receive \$15.00 for each day of unused sick leave. If a teacher accumulates more than 170 days, but no more than 220 days of unused sick leave, they will be compensated at the rate of \$35.00 per day of unused sick leave above the 170 days that they have applied to TRS retirement service credit.

39.12 In the event a court of competent jurisdiction holds this clause illegal, the FEA shall hold the Board of Education and its individual members harmless from any and all damages that may be awarded, the costs of suit, and attorney's fees.

Personal Leave

39.13 The Board shall grant three (3) days personal leave at full pay, which can be used for personal business. Unused personal leave shall accumulate as sick leave.

39.14 Personal business shall mean legal, medical, religious, and family matters, which cannot be attended to during non-school hours and days. Personal leave shall not be utilized to perform services, which are taxable as ordinary income or for any form of work stoppage. Application for such personal leave shall be made to the Principal or designee at least one (1) employment day prior to the proposed date of leave stating the category of the need for the personal leave. In emergencies, application for such leave may be made after the fact.

39.15 Except for emergencies, observations of religious holidays, or approved by the Principal or their designee, personal leave shall not be granted:

- a. during the first or last day of the school term;
- b. on the day preceding or following winter or spring break;
- c. on a semester examination day;
- d. for parent teacher conferences;
- e. on the last regularly scheduled workday before and after a school holiday.

39.16 Requests for leave for reasons other than the aforementioned categories shall be arranged by mutual agreement between the teacher and the Principal or his designee. However, if not agreed upon, then requests for leave without pay may be arranged.

Leaves of Absence

39.17 Parental Leave

For a given occurrence, a teacher may choose any one of the following options, provided the teacher meets the eligibility requirements for the option chosen (as used herein, the term "Teacher" means a tenured teacher):

1. Family and Medical leave pursuant to Section 39.22, which may be used in conjunction with sick leave, or
2. Medical Leave pursuant to Section 39.18, or
3. Parental Leave as follows:

Teachers shall be granted an extended parental leave without pay or other benefits, subject to the following conditions:

1. The teacher shall advise the Superintendent or designee of her pregnancy. After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and

termination of such leave. The leave shall not exceed the balance of the school term* in which it commences and one (1) additional school term. Such leave shall commence upon the date agreed upon by the Superintendent or designee and the teacher, but no later than the anticipated date of delivery. Such leaves, which commence during the summer recess, shall begin no later than July 1.

2. The teacher shall suffer no loss of accumulated seniority or benefits and shall continue to accrue seniority for the duration of the leave.
3. Sick leave shall not be applicable during the period of the parental leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.
4. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.
5. A teacher on parental leave shall notify the Superintendent, in writing, by March 1 of their intention to return to employment the following school term (unless extended by mutual agreement of both parties). At least thirty (30) days prior to the date listed above, the Board will provide written notification via registered mail to the teachers involved reminding them of their responsibility to notify the Superintendent. Failure of the teacher to notify within the specified timeframe shall constitute a resignation.
6. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and as soon as known, the expected date of the delivery of the child. Such leave shall not be applicable for children ages ten (10) or older.
7. At the discretion of the Board, a parental leave may be granted to a non-tenured teacher, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established.
8. Nothing in this policy shall be construed as requiring any teacher to apply for maternity leave. A teacher not eligible for, not desiring maternity leave, or electing to use sick leave in conjunction with maternity leave, may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of actual disability.

9. A male teacher who has entered upon contractual continued service shall be entitled to a parental leave of absence, provided the teacher complies with all of the applicable notice and other requirements of this section. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered or upon his planned adoption of a child.

39.18 Medical Leave

Unpaid medical leave shall be granted to tenured teachers upon recommendation of their physician. The leave shall not exceed the balance of the school term in which it commences and one additional school term. The teacher shall suffer no loss of accumulated seniority or benefits and shall continue to accrue seniority for the duration of the leave.

Unpaid medical leave may be extended upon written request of the teacher, provided such extended medical leave shall be within the sole discretion of the Board, and the granting or withholding of extended leave shall be non-precedential as to such teacher with respect to any future request for sick leave and as to any other teacher. The Board acknowledges that in exercising its discretion in the granting of leaves, hereunder, it is desirable to be as consistent as possible. The Board shall not arbitrarily deny any leave. Teachers shall suffer no loss of accumulated seniority or benefits and shall continue to accrue seniority for the duration of the leave. The period of extended leave may be included in the timeframe of determination of permanent disability, and such leave shall be unpaid and without benefit or accumulation of seniority.

39.19 Educational Leave**

Unpaid leave for the purpose of study may be granted to tenured teachers at the sole discretion of the Board and shall be non-precedential with respect to any future requests for a leave and as to any other teacher. The Board acknowledges that in exercising its discretion in the granting of leaves hereunder, it is desirable to be as consistent as possible. The Board shall not arbitrarily deny any leave. Teachers shall suffer no loss of accumulated seniority or benefits and shall continue to accrue seniority.

39.20 Other**

Leaves for reasons not specified above may be arranged in cooperation with the Board and subject to such reasonable terms and conditions as the Board may prescribe. The Board acknowledges that in exercising its discretion in the granting of leaves hereunder, it is desirable to be as consistent as possible. A teacher's request to commence a leave at the start of or during a subsequent school year must be submitted in writing to the Superintendent no later than April 1 of the year prior to the requested starting date of such leave. The Board shall not arbitrarily deny any leave. Any leave requests received after April 1 ("Late Requests") may be granted as determined solely by the Board, provided however, that the same shall not be precedential with respect to granting or denying such Late Requests. Teachers shall suffer no loss of accumulated seniority or benefits and shall continue to accrue seniority.

39.21 Sabbatical Leave

1. Sabbatical leaves may be granted to members of the professional staff for the purpose of self-improvement and benefit to the school system through study or research.
2. To be eligible for a sabbatical leave of absence, the candidate must have completed at least six (6) years + of satisfactory service as a full time teacher. The leave shall be conditional upon a plan for resident study, research, travel, or other purposes designed to improve the school system to be proposed by the applicant and deemed by a committee consisting of a teacher representative from the TEPS Committee, the Principal, and the Superintendent to benefit the school system. Upon approval of the Board, the plan shall not be modified without approval of the Board.

3. Applications will be rated by the committee named above. It will be the Superintendent's responsibility to make a final recommendation to the Board of Education for approval of the applicants to be granted sabbatical leaves.
4. Application for leaves must be submitted on proper form to the Superintendent no later than December 1. The application will be for the following school year, and applicants will be notified of the decision by March 1.
5. The applicant for sabbatical leave shall agree in writing that, if at the expiration of their sabbatical leave they do not return to and perform contractual continued service in Fenton High School, District 100, Bensenville, Illinois, for at least three (3) years after their return, sums of money received from the District during their sabbatical leave will be refunded to the District according to the following schedule, unless such return and performance are prevented by illness or incapacity.

6. Schedule of Repayment

<u>Return Service Performed</u>	<u>Percent of Stipend to be Repaid</u>
Three (3) Years	No Repayment
Two (2) Years	20%
One (1) Year	50%

+ This is to mean continued local service.

* School term shall mean school year.

** With the consent of the carrier, a teacher on leave may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's Business Office or elsewhere pursuant to its direction.

39.22 Family and Medical Leave Act

1. Definition – As used in this section:

- a. "Eligible Employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months, which precede the period of the requested leave.
- b. For purposes of this leave section, a 12-month period shall be defined as the 12-month period measured forward from the date any eligible teacher's first FMLA leave begins.
- c. The term "academic term" means that portion of the school year, July 1 to the following June 30, when school is in actual session.
- d. The term "equivalent position" shall mean any position for which an eligible employee is legally qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
- e. Other terms shall be defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

2. Leaves

Eligible Employees shall be allowed FMLA leave for one or more of the following:

- a. because of the birth of a child of the employee and in order to care for such child;
- b. because a child has been placed with the employee for adoption or foster care;
- c. in order to care for a family member (spouse, son, daughter or parent) of the employee who has a serious health condition;
- d. because of a serious health condition that makes the employee unable to perform the functions of their position;
- e. because of any qualifying exigency, as that term is defined by regulation, arising out of the fact that the spouse, son, daughter or parent of the Eligible Employee is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation; or
- f. to care for a family member or next of kin who is a Covered Service member, as that term is defined by regulation.

3. Term of Leave

Eligible Employees shall be entitled to a total of twelve (12) work weeks of unpaid leave for the reasons set forth in Paragraphs 2(a) – (e) above, and a total of twenty-six (26) work weeks of unpaid leave related to Paragraph 2(f), during the 12 month period, as set forth in Paragraph 1, subject to the following:

- a. the employee must provide sufficient information for the needed leave to allow the Superintendent or designee to determine whether the purpose for the leave is one allowed under the Act;
- b. the entitlement to leave because of the birth or placement of a child expires one (1) calendar year after the date of birth or placement;
- c. a husband and wife who are both employed by the Board and both eligible for leave are only permitted to take a combined total of twelve (12) weeks of leave during any twelve (12) month period if the leave is taken because of the birth or placement of a son or daughter;
- d. leave may be taken on an intermittent basis (in separate blocks of time due to a single illness or injury) or reduced schedule (reducing the usual number of hours per week or per day) if medically necessary when the purpose of the leave is to care for a seriously ill family member or because of the employee's own serious health condition. Leave may be taken on an intermittent basis or reduced schedule only with the Superintendent's or designee's approval when the purpose of the leave is the birth or placement of a child for adoption or foster care; and
- e. if the employee requests paid accrued leave and the Superintendent or designee determines the purpose for the leave is one applicable under this policy, the Superintendent and designee may notify the employee that the paid leave must be utilized concurrently with any unpaid FMLA leave and will be counted against the employee's FMLA leave available. This notice shall be made before the leave begins or before a leave extension is granted, unless the Superintendent or designee does not have sufficient information to determine the reason for the leave until after the leave has begun.

- f. The total amount of unpaid leave that may be taken by an Eligible Employee may not exceed twelve (12) or twenty-six (26) workweeks, i.e. Covered Service member during any applicable 12-month period under paragraph 1.b., and any leave will be governed by the specific temporal restrictions set forth for that type of leave within FMLA.

4. Notification

When the leave is foreseeable, (i.e., based upon an expected birth or placement for adoption or foster care, or planned medical treatment for the employee or the employee's seriously ill family member), the employee is required to notify the Superintendent or designee not less than thirty (30) days before the date the leave is to begin of the intention to take leave. If the circumstances require the leave to begin in less than thirty (30) days, the employee shall notify the Superintendent or designee as soon as practicable. The employee shall make a reasonable effort to schedule the planned treatment so as not to unduly disrupt operations, subject to the approval of the health care provider involved in administering the treatment. The Superintendent or designee may deny an employee's leave request until at least thirty (30) days after the date the employee provides notice of the intention to take leave for unreasonable failure to provide timely advance notice for foreseeable leaves.

An employee requesting leave herein, shall receive a written response within forty-eight (48) hours from the date the Board takes formal action on the employee's request.

5. Substitution of Paid Leave

All FMLA Leave shall run concurrently with any paid leave available to the Eligible Employee, including any accrued vacation, personal, sick, or maternity leave. With respect to leave taken due to a family member's call to Active Duty, additional leave may be available under the Illinois Family Military Leave Act; however, any leave taken in relation to a family member's military service is intended to run concurrently with any other available leave to the maximum extent allowed by law.

- a. At the conclusion and exhaustion of all FMLA Leave annually, an employee may take an additional six (6) weeks of Parental leave concurrently with any paid leave available (i.e. accumulated paid sick days).

6. Medical Certification

The Superintendent or designee may require requests seeking leave to care for a seriously ill family member or because of the employee's own serious health condition be supported by medical certification from the family member's or the employee's health care provider. For foreseeable leaves the certification shall be provided to the Superintendent or designee within fifteen (15) calendar days from the date the Superintendent or designee requests such certification or as soon thereafter as practicable. For unforeseeable leaves, the employee is required to provide certification as soon as is practicable, under the particular circumstances, after the date the Superintendent or designee requests such certification.

In cases where the Superintendent or designee has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at Board expense. The Board shall select the health care provider to supply the second opinion. In cases where the medical opinions in the first and second certifications conflict, the Board may require the employee to obtain a third certification at Board expense. The third health care provider shall be jointly selected by the Board and the employee and their certification shall be final and binding upon both the Board and the employee.

The Superintendent or designee reserves the right to request certification at a later date in cases where the Superintendent or designee did not initially request medical certification to support the leave request, but they later have reason to question the appropriateness or duration of the leave. The Superintendent or designee may

deny a leave request, for foreseeable leaves, or deny continuation of leave, for unforeseeable leaves, until the employee provides the required certification.

7. Medical Recertification

The Superintendent or designee may request recertification at reasonable intervals, but not more often than once every thirty (30) days. The Superintendent or designee may request recertification every six (6) months, regardless of the length of time since the last request, for the following:

- a. when the employee requests a leave extension;
- b. when the circumstances described by the original certification change significantly (i.e., the nature or duration of the illness changes significantly);
- c. when the Superintendent or designee receives information that casts doubt upon the continuing validity of the original certification; or
- d. after six months have passed since certification was last provided.

During the pendency of an employee providing a recertification of leave to the Superintendent, if the employee has any remaining leave, the employee shall remain on such leave. If the employee has exhausted all leave during the recertification period, the employee shall be placed on unpaid leave until the Superintendent receives the appropriate recertification for review and approval or denial.

8. Maintenance of Health Benefit

The Board shall maintain the employee's group health plan coverage for the duration of leave taken on the same basis, at the same level, and under the same conditions coverage would have been provided had the employee not taken the leave. The Board and the employee shall continue to pay their respective applicable shares of the health care premiums during the duration of the leave as if the leave had not been taken. The Board may recover its share of any premium payments for any periods of unpaid leave from the employee if the employee fails to return to work after their leave entitlement has been exhausted. The Board also may recover any portion of the premium it paid which the employee was obligated to pay.

If the employee substitutes paid leave for unpaid leave under this policy, their share of the health care premiums shall be paid by the method the Board normally utilizes during any employee's paid leave. If the leave is unpaid, the employee shall pay their share of the premium on or before the first (1st) of each month

9. Return to Employment

At the end of the leave period taken, the employee shall be returned to an "equivalent position" held immediately prior to taking the leave. The right to reinstatement ceases and the employment relationship between the employee and the Board will be deemed terminated if the employee unequivocally informs the Board of their intent not to return to their employment at the end of the leave period.

The Superintendent or designee may require the employee to submit medical certification from their health care provider that the employee is able to resume work if the basis for the leave was the employee's own serious health condition that made the employee unable to perform the functions of their job. The Superintendent or designee may deny the employee's return to work until the certification is submitted.

10. End of Academic Term

If an eligible employee begins leave:

- a. More than five (5) weeks prior to the end of an academic term for a purpose other than the employee's own serious health conditions, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks duration and the return to employment would occur within three (3) weeks of the end of the academic term; or
- b. Less than five (5) weeks prior to the end of an academic term for a purpose other than the employee's own serious health condition, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks duration and the return to employment would occur within two (2) weeks of the end of the academic term.

11. Repeal

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect.

39.23 Bereavement

Up to three (3) paid days of leave for each incident of death in the immediate family shall be allowed. Immediate family, as defined in school code 105 ILCS 5/24-6, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians of either the employee or the employee's spouse/domestic partner. Bereavement leave does not need to be continuous days. Additional days may be taken as sick days.

ARTICLE 40

Duration and Acceptance of Agreement

This agreement shall be effective on the first day of the 2023-2024 school year and shall remain in effect through the day preceding the first day of the 2028-2029 school year. All compensation contained herein shall be retroactive to the beginning of the 2023-2024 school term. Retroactive compensation shall be paid in one (1) lump sum payment.



President,
Board of Education



Secretary,
Board of Education

Date: 9/27/2023



President,
Fenton Education Association



Secretary,
Fenton Education Association

Date: 9/28/23

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Addendum A --Applies to 2023-2024 Fiscal Year Only (Teachers)

Fenton Community High School, District 100 Health and Dental Insurance Premium Schedule

PPO PLAN - BLUE CROSS/BLUE SHIELD RATES

		11.4%	Employee		Board	
SINGLE			Pays		15%	85%
Monthly	879.78		24		65.98	373.91
Annual	10,557.36		20		79.18	448.69
FAMILY			Pays		20%	80%
Monthly	2,512.38		24		251.24	1,004.95
Annual	30,148.56		20		301.49	1,205.94

HMO ILLINOIS - BLUE CROSS/BLUE SHIELD RATES

		8.5%	Employee		Board	
SINGLE			Pays		10%	90%
Monthly	689.21		24		34.46	310.14
Annual	8,270.52		20		41.35	372.17
FAMILY			Pays		15%	85%
Monthly	1,822.27		24		136.67	774.46
Annual	21,867.24		20		164.00	929.36

HMO BLUE ADVANTAGE - BLUE CROSS/BLUE SHIELD RATES

		8.5%	Employee		Board	
SINGLE			Pays		6%	94%
Monthly	620.30		24		18.61	291.54
Annual	7,443.60		20		22.33	349.85
FAMILY			Pays		10%	90%
Monthly	1,640.06		24		82.00	738.03
Annual	19,680.72		20		98.40	885.63

Employees enrolled in any District medical plan will receive an individual life benefit of \$10,000 paid by the Board

DENTAL

		2.6%	Employee		Board	
SINGLE			Pays		12%	88%
Monthly	42.70		24		2.56	18.79
Annual	512.40		20		3.07	22.55
FAMILY			Pays		12%	88%
Monthly	111.27		24		6.68	48.96
Annual	1,335.24		20		8.01	58.75

EYEMED VISION (VOLUNTARY)

SINGLE			Pays		Employee (100%)	
Monthly	6.18		24		3.09	
Annual	74.16		20		3.71	
FAMILY			Pays		Employee (100%)	
Monthly	15.70		24		7.85	
Annual	188.40		20		9.42	

