COLLECTIVE BARGAINING AGREEMENT

FOR

2023-2026

BETWEEN

BOARD OF EDUCATION OF NORTHBROOK SCHOOL DISTRICT 28

AND

NORTHBROOK FEDERATION OF TEACHERS

TABLE OF CONTENTS

PREAMBLE

The BOARD and the UNION recognize that they have a common responsibility to work together toward the achievement of quality education. The attainment of this objective requires mutual cooperation between both parties and all members of the professional staff.

It is recognized that teaching requires specialized qualifications as well as educational requirements and that the success of the educational program depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which they work, and who are cooperatively working for the achievement of effective programs of education.

A free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to agreement in matters of mutual concern and to approaches that will increase the effectiveness of teachers in the classroom and in the community.

The BOARD and the UNION recognize that the best interests of public education will be served through the establishment of procedures that will provide an orderly way to discuss matters of common concern, to reach agreement satisfactory to each, and to appeal through channels designated in the Agreement.

The BOARD and UNION affirm their joint commitment to principles of equity and nondiscrimination.

It is the intent that this joint effort will contribute in significant measure to the advancement of public education in School District 28.

It is also the intent of both parties that all discussions and conferences growing out of this agreement be held in an atmosphere of good faith, confidence and mutual respect.

Nothing in this preamble is subject to the grievance procedure in Article IX of this Agreement.

ARTICLE I
RECOGNITION OF THE UNION

1.1 Recognition

The Board of Education of School District No. 28, Cook County, Illinois (hereinafter referred to as the "Board") recognizes the Northbrook 28 Federation of Teachers, an affiliate of Local 1274, IFT/AFT, AFL-CIO, (hereinafter referred to as "Union") as the exclusive bargaining agent with respect to wages, hours, terms, and conditions of employment for all full-time and part-time licensed personnel, except all supervisory, managerial, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act and all other employees. Regularly employed part-time licensed personnel shall be compensated on a pro-rata basis with respect to salaries and fringe benefits including sick days and tuition reimbursement.

The Board and the Union, through designated officials or their representatives, shall have the duty to negotiate with respect to wages, hours, terms and conditions of employment. Such duty shall include the obligation to both Board and Union representatives to meet at reasonable times, confer in good faith with respect to wages, hours, terms and conditions of employment, and to make a bona fide effort for the negotiation of an agreement and the execution of a written

contract incorporating any agreement reached by both parties.

It is not the intent of this Agreement to discriminate in any way against any teacher or other bargaining unit member regardless of membership or non-membership in any employee organization.

1.2 Definition of Teacher

The term "teacher" as used in this Agreement shall refer to all licensed employees included in the bargaining unit as defined in Section 1.1.

ARTICLE II
MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized. Merely by way of illustration and not by the way of limitation, that such rights and functions, include, but are not limited to:

Maintain executive management and administrative control of the District and its properties and facilities and the activities of its teachers as related to the conduct of District affairs;

Hire all teacher and, subject to provision of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal (subject to any statutory provisions governing dismissal), to layoff and recall Employees, and to direct, discipline, suspend, evaluate, promote and transfer all such Employees;

Establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, to determine the method, means and equipment to be used, to determine the organization and number of personnel, and to determine whether goods or services are to be provided or purchased, all as deemed necessary or advisable by the Board;

Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials; and the utilization of teaching aids of all kinds;

Schedule and assign work, class schedules, non-classroom assignments, the hours of instruction, the school calendar and the duties, responsibilities, and assignment of teachers.

The exercise of the foregoing powers, right, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois, and the Constitution and laws of the United States.

Nothing contained herein shall be constructed to deny or restrict the Board of its rights, responsibilities, and authority under the School Code or any other applicable federal, State or local laws or regulation.

ARTICLE III

UNION RIGHTS

3.1 Board Meetings and Board Policy

The Board's annual meeting schedule is posted on the District's website. If the Board changes the date and/or time of any of the scheduled meetings or schedules a special meeting, the Board shall notify the Core Council of this within 24 hours of the Board decision to change or add a meeting but in any event no later than 48 hours in advance of the meeting date and time.

A member of the Union's Core Council or designee shall have the right to address the Board during public participation. The Union speaker shall give prior notice through the Superintendent of this intention to address the Board. Collective bargaining shall not be conducted and grievances shall not be discussed.

The District and the Union Core Council shall discuss any changes to the Board Policy Manual that impact Core Council members at the monthly Labor Management Committee meeting, as provided for in Section 3.6 of this Agreement.

3.2 Dues Deduction

The Board, upon the receipt of a written authorization from the Union, shall deduct twice a month from October through May the employee's Union dues from his/her pay and remit such deduction to the Union no more than ten (10) working days after the payday for which the deduction is made. The Union shall certify the amount of dues to the Board and provide copies of the written authorizations before October 1st. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which he/she authorized the dues deductions, the Union will notify the Board after the close of the revocation window.

The Board shall deduct the authorized amount of an employee's voluntary contribution to the North Suburban Teachers Union's Committee on Political Education (COPE) from his/her pay, provided that fourteen (14) days prior to the time of such deduction there is in possession of the Board a written authorization card. This contribution shall be deducted from the last paycheck in October and forwarded to the North Suburban Teachers Union's Committee on Political Education no more than ten (10) working days after the payday for which such deduction is made.

The Union shall indemnify and hold harmless the Board, its members and all of its agents, employees, and vendors from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Board or of its agents or employees for the purpose of complying with the provisions of this Article.

3.3 Copies of Public Information

The Board will make available to the Union, in response to reasonable requests, with access to or an electronic copy of regularly prepared public information necessary for negotiations or the processing of a grievance, such as, but not limited to, the current annual audit, the current tentative and adopted budgets, current monthly financial statements, current annual financial report, register of licensed personnel, annual census of pupil membership, provided that any extraordinary costs of preparing any copy shall be borne by the Union, and providing that this

Section shall not require the Board to research, assemble or especially prepare data.

3.4 Union Release Time

The NFT28 shall have five (5) total days of release time each year without loss of pay to attend conventions, meetings, or workshops. Use of this release time shall be done with respect to the educational program and operations of the District and shall not cause any undue hardship or interfere with previously scheduled significant responsibilities. The Union shall reimburse the Board for the cost of the substitute. Except in cases of emergencies, the Union shall notify the Superintendent at least two (2) weeks prior to the intended use of such day.

3.5 Use of School Facilities and Equipment

The Union shall have the right to hold meetings before or after school on school district property provided such meeting in no way interferes with any aspect of the total educational program.

The Union shall have the right to disseminate information to members of the bargaining unit by means of teacher mailboxes located in the main offices of District school buildings and through District email. The Union shall also have the right to use district computer equipment to communicate with members of the bargaining unit, subject to District policies on the use of such computer equipment.

Authorized Union members shall have the right to use on-site district equipment, such as copiers, computers, fax machines, etc., provided however, that the use of any equipment shall in no way or at any time interfere with the educational program. The Union shall pay the cost of all materials and supplies, and the cost of any repairs incident to such use.

The Union shall have the right to use bulletin board(s) located in the faculty lounge(s)/workroom(s) in each District 28 building for the posting of official Union notices.

3.6 Joint Labor-Management Committee

The Union and Administration shall have a joint labor-management committee (Labor-Management Committee). The Labor-Management Committee shall be made up of representatives from the Union and the Administration. The Labor-Management Committee shall meet regularly and shall set a mutually agreed schedule. The Labor-Management Committee may discuss, but not limited to, the following:

- Board policies that impact teachers
- School calendar
- Insurance coverage for personnel
- Special Education workload
- Class size
- Diversity, Equity, and Inclusion
- Wellness
- Health and safety

Any grievance that is filed/active shall not be discussed at a Labor-Management meeting. The Labor-Management committee may create subcommittees as mutually agreed.

Standing Joint Labor-Management Standing Committees:

- Joint SB1
- PERA/Evaluation
- Insurance
- Stipends/Extracurriculars

ARTICLE IV
EMPLOYMENT CONDITIONS

4.1 School Year

The work year for all licensed staff shall be one hundred and eighty-two days (182) consisting of:

- one hundred and seventy-eight (178) student attendance days, which shall include ½ day or full day (regular work day hours) school improvement days and two (2) parent teacher conference days, and;
- four (4) staff institute days; institute days shall have the duration of a regular work day, with a lunch consistent with the regular school day schedule; the district shall provide teacher/professional staff collaboration time during regular work day institute days
- the last day before Thanksgiving break and the last day of school shall be five (5) clock hours for teachers
- if a school holds parent teacher conferences during two evenings, the teachers shall have Friday of the same week off as a compensatory day

4.2 Length of Teacher Workday

The work day for teachers shall be seven (7) hours and thirty minutes in length. The Board shall have the right to designate up to forty-five (45) minutes once per month as a required in-service or meeting time added either before or after the regular work day. In the elementary buildings, the forty-five (45) minutes must be consecutive. The schedule for these meetings shall be established on or before the first day of school but administration reserves the right to change the schedule due to extenuating circumstances.

The Administration may schedule optional in-service or meeting time added either before or after the regular work day for which teachers shall be compensated at the Tier III rate.

4.2.1 Foundational Teachers Extended Workday

A Foundational teacher's workday shall include an additional thirty (30) minutes on every student attendance day. The Foundational teacher shall be paid $2,500 as an annual stipend.

4.3 School Calendar

Prior to November 1 of each school year, the Labor-Management Committee shall meet and discuss the school calendar for the following school year. The Board shall consider the recommendations of the Committee, the Union and the Superintendent before adopting the school calendar. After the calendar is approved by the Board, the Union will be notified if there are any changes to the annual school calendar.

4.4 Professional Learning

Teachers are expected to attend District Institute Days. For other professional learning, including implementation of new curriculum, the District will provide professional learning through release time during the school day, and when possible, the option to attend professional learning during the summer, and/or after school during the school year. A teacher may select which sessions the teacher attends but each teacher so assigned must participate in the sessions. In support of student learning, the administration encourages teachers to attend professional learning during the summer or after school whenever possible to reduce the amount of absence from the classroom. Teachers who attend during the summer or after work shall be paid at the Tier III rate for the hours spent attending this professional learning time.

4.5 Credit Year

For purposes of this Agreement, other than seniority, any teacher who has worked ninety-two (92) or more days of a school year (excluding sick or personal days) shall be considered to have worked a full year and shall be entitled to such advancement on the salary schedule.

4.6 Evening Events

As part of their professional responsibilities, teachers shall work up to no more than one (1) District evening event in addition to Fall Open House, Parent-Teacher Conferences, and one (1) End of Year Event (Graduation, Picnic, County Fair or other building event). In addition, teachers may be required to work no more than one additional evening, and they will be compensated at the Tier 2 rate. Any teacher requesting an absence from a required evening event must get the permission of the Superintendent or designee.

Tentative evening events for the school year shall be posted by September 30th.

If supervising administrators need teachers to work any additional evenings, they may discuss the option. If the arrangement is beneficial to both the teacher and the supervising administrator, the teacher may be compensated for additional commitments. All paid evening work must be approved in advance by the teacher's supervisor.

4.7 Health and Safety

The Board shall make every effort to maintain safe and healthy conditions in all rooms and buildings for students and staff. Union members must report any concerns about health and safety to the Administration in a timely manner.

4.8 Notice of Vacancies

Teaching positions to be filled during the current or subsequent school year shall be publicized on the District's website and via electronic notice to all staff, and shall be posted internally for seven (7) calendar days prior to any external posting

4.9 Reduction in Force

Before the Board makes any reduction in force of licensed personnel covered by this Agreement, it shall first advise the Union regarding such potential reduction and before taking action, seek the Union's input and discussion on ways to address the potential need for reduction.

If the Board reduces its teaching staff, the Board shall comply with the requirements of the Illinois School Code (105 ILCS 5/24-12, or any subsequent Code provisions governing reduction-in-force). Teachers so dismissed shall receive notices of honorable dismissal. The Union shall be included on all notices of honorable dismissals.

The Board will comply with the requirements of the Illinois School Code regarding the recall of teachers (105 ILCS 5/24-12, or any subsequent Code provisions governing recall). The teacher must notify the Board, in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of this offer, whichever shall occur first, of the acceptance or rejection of any vacant position offered to the teacher during the recall period. Any teacher who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the teacher did not work shall not be counted towards seniority.

4.10 Seniority Defined

Seniority is defined as the continuous length of service as a licensed professional in the District. Part-time licensed professionals shall accumulate seniority on a pro-rated basis. If seniority is applicable and a conflict arises concerning two (2) teachers with identical seniority, the date of the Board hiring for a position in the District shall be the determining factor. If the Board hire date is the same, the application date shall be the determining factor.

4.11 Travel Time

A teacher shall be allowed fifteen (15) minutes between classes when required to travel between District 28 buildings. Travel time shall not count toward or otherwise reduce the amount of a teacher's planning time.

4.12 Student Discipline

The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers, including but not limited to annual review of such policies and procedures, with respect to supervision and discipline of students. Teachers shall continue to share responsibility for student supervision and discipline throughout the school day in the entire school facility. Any changes to the Board's policy and procedures on student discipline shall be communicated to the Union and teachers and appropriate training, if necessary, shall take place within a reasonable amount of time after any change.

4.13 Teaching Assignments

The Administration shall make all best effort to give tentative assignments to teachers on or before the last day of the school year for the following school year. If a teacher is concerned about a tentative teaching assignment, the teacher may request to speak with the Administration about it and such request shall not unreasonably be denied. A teacher being transferred to a different building shall be notified of any existing vacancies and shall be given consideration for those vacancies in accordance with the factors required under Section 24-1.5 of the School Code.

For purposes of this provision, a teaching assignment change shall mean a change in grade level or subject area to one that has not been taught by the teacher in the last three (3) years. If a teacher has received a teaching assignment change, the teacher may apply to the Superintendent or Superintendent's designee for curriculum review and preparation time before or after the professional work day or during the summer, the hours to be performed on site at the school. Paid hours up to ten (10) may be granted to the teacher. Additionally, the teacher may request that a current teacher with the same teaching assignment who agrees to assist be granted paid hours up to five (5) hours to assist the teacher. The rate of pay for these hours will be at the Tier 3 rate. The guidelines for approval of these hours will be developed by the Superintendent of designee with input from the Union and provided to the Union.

4.14 Moving of Classrooms

Any teacher having to move classrooms within the same building or to a different District building shall be paid up to four (4) hours at the Tier 1 rate.

4.15 Evaluation Process

The evaluation of teacher performance is subject to *Illinois School Code*. The District Evaluation Plan shall be developed and maintained in accordance with *Illinois School Code* by a District Evaluation Committee. This committee, agreed upon by the Union and the Superintendent, shall develop and maintain the criteria and procedures utilized by the District Evaluation Plan in accordance with the *Illinois School Code*. The District Evaluation Committee (shall) may meet to review the current District Evaluation Plan and may submit any recommended changes in writing to the Board and the Union to be implemented the following school year (by April 30 of each school year). The District Evaluation Plan shall apply to all licensed professional personnel. Adherence to procedural timelines in the Evaluation Handbook shall be subject to the Grievance provision of this agreement.

4.16 Administrative Coverage by a Bargaining Unit Member

The Superintendent or designee shall have the option to designate annually a building-specific teacher who has appropriate administrative licensure for performing coverage for an absent administrator, and the bargaining unit member shall be paid hourly at the Tier 3 rate, not to exceed 4 hours per week, per building. Any teacher has a right to refuse this assignment.

4.17 Teaching Assignment Overload

Any teacher assigned an overload teaching assignment shall be paid a stipend. The stipend calculation/amounts are set forth in Appendix 3.

Before any overload is assigned, administration shall ask for volunteers. Any teacher/student services team member has a right to refuse an overload teaching assignment.

4.18 Class Size and Teaching Load

The Board and the Union share a commitment to excellence in education for the students of this community.

The parties agree that class size is an important aspect of the District's educational program and is related to the effectiveness of a teacher's work. The parties also agree that allocation of classroom support staff and other professional staff outside the classroom is essential to the health, well-being, and academic success of students and can impact the number of classes and sections.

The Board shall endeavor to set class sizes equitably which reflect the shared values stated above. If the Union is concerned about class size or teaching load, it may raise these concerns through the Labor-Management Committee which shall be the first avenue to address these concerns. The Labor-Management Committee may be convened as needed at the request of either party to address class size issues.

4.19 Beginning Of The Year and End Of The Year Classroom Preparation

Elementary classroom teachers shall receive the assistance of an instructional assistant for eight (8) hours at the beginning of the school year and four (4) hours at the end of the year to help with classroom preparations and summer maintenance and cleaning.

4.20 Special Education Workload

The District has developed a workload plan for the provision of special education services to its students with Individualized Educational Plans (IEPs), so that all of the services required under the IEPs can be met, as well as needed ancillary and support services. Any update or revision to the District's workload plan to accommodate student need will be developed in cooperation with the Union.

This provision shall apply to those educators specified in the District's workload plan. For any of these educators, if an individual educator has concerns about their caseload, which may include IEPs, 504 plans and RTI/MTSS, then the educator may discuss these concerns with the educator's supervisor. If the matter is not resolved with the supervisor, the educator may ask that the matter be discussed with the Labor-Management Committee. No evaluative or performance judgments shall be made on a special educator bringing forth a caseload concern.

4.21 Full-Time Equivalency for Specials Teachers

FTE for specials teachers shall be within the range of seventeen and a half (17.5) and twenty-two and a half (22.5) hours of student contact time per week. Any specials teacher falling below this range shall be given a duty/assignment so that the teacher maintains at least seventeen and a half (17.5) hours of student contact time per week. Any specials teacher above this range shall be paid an overage based on the BA1 or MA1 amount depending on which lane the teacher is on prorated based on the number of additional sections. If the teacher is at or above BA4 or MA4, the teacher will receive a stipend based on BA4 or MA4 depending on which lane the teacher is on.

ARTICLE V
TEACHER RIGHTS

5.1 Union Participation

Teachers shall have the right to form, join, or assist the Union, and to participate in Union

activities or to refrain from any of these rights.

5.2 Union Representation

Each teacher shall have the right to be accompanied by a Union representative at meetings related to disciplinary action or that may affect the continuation of such teacher's employment or salary. Reasonable advance notice of such a meeting and the nature of any possible disciplinary action shall be given. If the teacher has not been assisted by the Union, the Core Council shall be given notice of any action/disciplinary action taken or recommended within a reasonable time following such meeting.

5.3 Complaints Against Teacher

Any complaints regarding a teacher shall be promptly called to the attention of that teacher. If the complaint is received by the Board, it shall be reported to an administrator, who in turn shall inform the teacher. If received by an administrator, it shall also be promptly reported to the particular teacher. The administration may exercise its judgment as to the appropriate intervention for the purpose of resolving the matter satisfactorily. The Board recognizes its responsibility to receive and listen to community suggestions and complaints and also recognizes its responsibility to forward such suggestions and complaints to the administration for proper handling. Positive written and/or oral communications concerning teachers may also be shared with the teacher.

5.4 Disciplinary Procedure

Progressive discipline shall be followed except in cases involving substantiated, serious and egregious behaviors or actions that warrant more advanced disciplinary steps. The Board and the Administration believe in the tenets of progressive discipline. However, nothing herein will require the exhaustion of all disciplinary steps when a decision is made that an incident requires a more severe disciplinary outcome.

5.5 Teacher-Board Liability

The Board shall continue its insurance protection against any loss or liability of the teachers by reason of death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board per law.

5.6 Teacher Personnel Files

The Board shall maintain a central personnel file for each teacher. Each teacher shall have the right, upon reasonable request, to review the contents of the teacher's own personnel file, except for confidential school or job references. A representative of the Union may, at the teacher's request, accompany the teacher in this review. Such review may be by appointment during normal office business hours (but not including the time when teachers have instructional responsibility) and in the presence of a designated employee of the Board.

No teacher shall remove any material from a personnel file; however, a teacher shall have the right to copy any material available to the teacher under this Section, or to have such copies made by District office personnel at the usual and customary costs.

Teachers shall be notified prior to and given a copy of any document placed in the teacher's personnel file that:

- Contains issues related to performance or behavior information;
- Documents a meeting where performance or behavior information is discussed; and/or
- Any disciplinary document

However, no such document shall be placed in a teacher's personnel file without the teacher's signature (does not mean agree) or electronic response from the bargaining unit member to indicate that the teacher has been notified of such placement. A teacher shall have a right to attach a written response to any such disciplinary document within thirty (30) days of placement in the teacher's personnel file.

5.7 Transfer Requests

Teacher requests for transfer to vacant positions for which they are qualified shall be based upon a consideration of factors that include, without limitation, licensure, qualifications, merit (such as awards and recognitions) and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the District will not be considered as a factor unless all other factors are determined to be equal. Notification will be provided to the teacher of whether or not the request is granted. The decision of a teacher to request a transfer shall not be evaluative nor be subject to any retaliation or other adverse action(s) by the teacher's administrator/supervisor. Nothing in this section prevents the District from deciding not to fill a vacant position even after a request for transfer has been made.

5.8 Teachers Leaving the School Building

A teacher leaving the school building at times other than the lunch period shall be allowed as long as the teacher has no teaching or supervisory responsibilities during that time, and the teacher must return to the school building prior to the end of the workday. Use of such time shall be non-evaluative. If a teacher is leaving the school building at times other than lunch period and is not otherwise completing their job responsibilities, including but not limited to grading, communicating with parents, planning lessons and collaborating with colleagues, the principal may require the teacher to remain in the school building during the work day. _

5.9 Leaving the Building For Lunch

Teachers may leave the school building during a regularly scheduled duty free lunch if the teacher advises the principal or the school office administrative assistant(s) where the teacher may be reached in case of emergency.

5.10 Job Share

5.10.1 Purpose/Definition:

Job sharing is the process through which two currently employed tenured teachers voluntarily share the responsibility for one full-time position. Applying to job share does not guarantee approval, as there is an extensive review and approval process.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board.

The goal of a job sharing arrangement is to provide quality teachers in District 28 an opportunity to continue teaching in the District during periods of their lives when it might be better for them to work on a half-time basis.

Job sharing may occur involving proportionate teaching responsibilities in amounts of 50%/50% or as determined by the administration to best meet the needs of students and building scheduling, in consultation with the job sharing educators.

5.10.2 Requirements:

- Job sharing must maintain a continuity of curriculum.
- Teachers must voluntarily agree to share one full-time position for a period of not less than one school year.
- Both teachers must be in attendance for all institute days, all school improvement days, and all parent/teacher conference days.
- Both teachers must attend other meetings and field trips as directed by the principal or superintendent.
- Special education staffing and building meetings will be attended by at least one of the teachers. Both teachers will have the responsibility to keep each other informed of activities covered at these meetings.
- Teachers should make an effort to participate in building and district-level committees, as their schedules allow.
- Both teachers will jointly complete all required reports, including but not limited to students' progress reports.
- When a teacher is absent, the partner will act as the substitute teacher and will be compensated according to the district's usual and customary substitute pay. If the partner cannot act as a substitute teacher, an instructional assistant, if available, may act as the substitute teacher, otherwise a substitute teacher will be utilized.
- In a job share, the instructional assistant, if there is a regularly assigned assistant, should preferably be a certified teacher in order to act as the substitute teacher, if needed.
- For junior high school teachers, each teacher engaged in a job share will teach every day, but exclusively in the morning or the afternoon._

5.10.3 Procedures:

The applicants will prepare and submit a narrative application to the principal by January 1 of the year prior to the school term in which they wish to job share. The application will address the following:

- A description of the responsibilities of both teachers, including a work schedule. Extra duties, such as recess, field trips, etc., must be addressed.
- A communication system between not only the job sharing partners themselves, but also between parents, special education personnel, and other teachers and supervisors.
- Other areas as deemed appropriate by the principal or supervisor.

Upon receipt of the completed application, the principal will process it as follows:

- Review the application and determine that it provides a satisfactory alternative to current staffing patterns.
- Determine its benefits to students.
- Make certain that the teachers' experience is in the appropriate subject area or age

range.
- Review any other related factors.
- With the applicants (if practical), review the application with other parties who will be impacted by the job share arrangement.
- The principal or supervisor will forward the approved application to the Superintendent for review by February 1. The superintendent shall make a recommendation to the Board of Education.

The granting or denial of a job share does not set a precedent with respect to the granting or denial of future job shares. Refusal to grant such a job share shall not be subject to challenge through the grievance process and is in the Board's discretion.

5.10.4 Limits on Job Shares:

- There will be no limit on the number of years a job share can last, except as follows:
    - There is a limit of one job share arrangement at the same grade level for elementary buildings, and no more than 2 job shares total in an elementary building.
    - There is a limit of no more than 2 job shares total in the junior high school.

5.10.5 Evaluation:

- Teachers on job shares shall be evaluated consistent with the District's Evaluation Plan and their status as tenured teachers. The District shall adjust the cycle of the teachers in a job share to place both teachers on the same evaluation cycle.

5.10.6 Tenure and Salary:

- Teachers participating in a job sharing shall retain their tenure status.
- Teachers will continue to move a step on the salary schedule.
- Teachers will continue to be compensated at their daily rate for the 5 extra days they come in to co-teach, as described above under "Requirements."

5.10.7 Insurance coverage

Educators participating in the job-sharing program shall be eligible for insurance benefits. The Board's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators are eligible for the same insurance coverage they had during their last year of full-time employment.

5.10.8 Sick Days/Personal Leave Days

Sick days and personal leave days shall be provided in proportion to the time worked.

5.10.9 Length of Job Share/Returning to Full Time Status

- Teachers who wish to continue their job share arrangement beyond the first year must submit a new proposal. Approval by the Board is required for each additional year.
- Teachers in current job shares need to notify the District by January 1 of the current school year if they intend to return to full time status in the next school year.
- Teachers returning to full time status shall be provided with an equivalent position for

which the teacher is qualified.

[District and Union will identify teachers who have been on a job share and returned and are still on probationary status and will reinstate these teachers' tenure status].

5.11 Loss of Lunch Time

Any teacher who misses lunch time or is not provided a duty-free lunch to address a student issue, attend a required meeting, and/or tend to the supervision of students (excluding supervision of clubs) must consult with their administrative supervisor to problem-solve the issue first. If no solution is found that is mutually agreeable, the teacher is eligible for compensation at the Tier 3 rate.

5.12 Loss of Planning Time

Any teacher who misses plan time to address a student issue, attend a required meeting, and/or tend to the supervision of students (excluding supervision of clubs) must consult with their administrative supervisor to problem-solve the issue first. If no solution is found that is mutually agreeable, the teacher is eligible for compensation at the Tier 1 rate. Attendance at student services meetings, including but not limited to IEP or 504 meetings, is not included in this provision, however, should a general education teacher's plan time be repeatedly impacted by such meetings or should a general education teacher miss multiple plan times over a two week period due to such meetings, the teacher should problem-solve this with their supervisor.

ARTICLE VI
LEAVES

6.1 Sick Leave

Teachers shall receive fifteen (15) sick days per school year, cumulative to a maximum of 355 days, and may be used for personal illness, mental or behavioral complications, quarantine at home, illness or death in the immediate family or household, or birth, adoption, or placement for adoption and the acceptance of a child in need of foster care. "Immediate family" shall be defined in accordance with the School Code which presently includes the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and those members of the family tantamount to a parent.

The administration may request medical documentation from an employee using sick leave in accordance with the School Code.

Days above 355 shall be paid out at fifty dollars ($50) per day annually on June 30th.

Employees may use two (2) of their fifteen (15) sick days as days for personal emergency. Employees may use these days at their discretion for a personal emergency except that they may not be used for vacation or to extend a school vacation period. Personal emergency is defined as an occurrence that is unanticipated and cannot be planned for in advance. Administration may request documentation for the use of such day(s).

Sick days may be used in increments of 10 minutes.

6.2 Personal Leave

6.2.1 Allocation of Personal Leave

1. Teachers shall receive three (3) personal days per school year to conduct personal business.
2. Unused personal leave days at the end of the school year shall either (1) be transferred to sick leave for the following year, or (2) be compensated at the existing substitute teacher rate for unused personal leave days by notifying the Business Office in writing prior to June 1st .
3. Bonus Personal Day – Teachers will receive a one-time personal day gift for every ten (10) years of completed service in the District. This day shall be granted on the first day of the teacher's 11th , 21st , and 31st year of service in the District. This day counts as a regular personal day, not as an emergency day, and should be used in the year granted. If it is not used, it remains as a bonus personal day and will not be transferred to additional sick leave.
4. Personal leave days may be used in increments of 10 minutes.

6.2.2 Personal Leave Notification

Notification and request for personal days(s) must be given to the building Principal at least three (3) days in advance except in cases of emergency. In the case of an emergency, the teacher must provide the reason for the personal leave if the three (3) days advance notification is not provided.

6.2.3 Personal Leave Use

In the event that, in the determination of the building administration, too many teachers request personal leave on any day, resulting in an adverse impact on the school, the administration will permit as many employees to take time off for personal leaves as is reasonably possible. The administration will allow for the use of personal time in the order in which the requests were submitted.

Teachers will endeavor to limit personal days taken on Mondays and Fridays.

6.3 Bereavement Leave

Each teacher shall be entitled to three (3) bereavement days per school year, without deduction in pay, for death in the immediate family or household as defined in Section 6.1. Should an employee experience the death of a child, spouse or parent, the Board shall allow the employee up to five (5) days. Unused bereavement leave shall not accumulate from year to year. For bereavement leave for family outside definition in Section 6.1, the teacher may use sick leave day(s).

6.4 Family Medical Leave Act (FMLA)

FMLA will be provided as required by law and pursuant to Board Policy. An employee taking a leave under FMLA will continue to be covered under the District's group health and dental insurance plan, life insurance plan and long-term disability plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave

period. Payment for the employee share of such insurance plans shall be made directly to the business office if and when paid leave is exhausted.

6.5 Parental Leave/Child Care Leave

Teachers shall be eligible for the following parental leave:

6.5.1 Parental Leave

1. A teacher is entitled to take up to 100 days for natural childbirth, adoption, or birth via surrogacy, the acceptance of a child in need of foster care and 110 days for cesarean birth. This leave must be taken within 12 months of the birth, adoption or acceptance of a child in need of foster care.
    a. 15 sick days under this provision (inclusive in the 100/110 days) shall not be counted against the teacher's personal sick day allotment which shall be the first 15 days taken.
    b. If spouses are employed by the District, the birthing parent (or one spouse in the case of adoption, surrogacy, acceptance of a child in need of foster care) will receive 15 sick days that shall not be counted against the teacher's personal sick day allotment. In total, the spouses may take a maximum of 100 days of paid leave following the birth, or adoption, or the acceptance of a child in need of foster care, with one spouse limited to use of 30 days of paid sick leave.

2. A teacher is entitled to take sick days up to the maximum number of leave days pursuant to the following conditions: 1) the teacher has accumulated sick leave to fund the paid leave; 2) the paid leave runs concurrently with any other leave available to the teacher, including FMLA; 3) the teacher takes all days of leave afforded under this section consecutively.
    a. The two exceptions to the requirement that the leave be taken consecutively are as follows:
        i. In the case of adoption, placement for adoption, or the acceptance of a child in need of foster care.
        ii. If the leave is being taken to care for the birthing parent or the child who has an FMLA-eligible illness.

    A teacher must notify the administration when the teacher is choosing to commence the leave.

3. There is no salary movement, seniority movement or accrual of sick days if a teacher has worked ninety-one (91) days or less in any one school year.
4. Implementation of this Parental Leave benefit shall begin as a full benefit starting with any birth July 1, 2024 or after. Any teacher that has used a parental leave from July 1, 2023 up to June 30, 2024 shall have fifteen (15) sick days reimbursed/credited.

6.5.2 Child Care Leave

1. A teacher who wishes to take a longer leave may request a leave of absence pursuant to the general leave of absence requirements. A teacher may take up to two years of unpaid leave.
    a. Upon return, a teacher shall be given an equivalent position for which they are qualified unless the teacher is subject to a reduction in force.
    b. There is no salary movement, seniority movement or accrual of sick days if a teacher has worked ninety one (91) days or less in any one school year.
    c. A teacher must provide notification on or before February 1st of the year before the teacher intends to return.

6.6 Unpaid Leave of Absence

6.6.1 Purpose

A tenured teacher shall be granted a leave of absence for one school year without pay only if approved by the Superintendent, or designee, and the Board, when such absence is determined to be beneficial for both the teacher and the District, when such absence is needed for a medical issue or for parental/family leave or for continued study and educational advancement.

6.6.2 Request for Leave

1. When a leave is requested to begin at the beginning of a school year, the request must be submitted in writing to the Superintendent or designee by March 1 prior to the school year for which leave is requested. In cases of emergency or unforeseen circumstances, the teacher must make the request as soon as possible.
2. When a leave is requested to begin at a time other than the beginning of the school year, the request must be submitted in writing to the Superintendent or designee at least thirty (30) calendar days prior to the beginning date of the leave unless circumstances require the leave to begin sooner.
3. The teacher shall have the right to address the request for unpaid leave with the Board in the closed session of the Board meeting in which the request is being considered. Upon return, an employee shall be assigned to the teacher's former position, or for an available position for which, in the Board's judgment, the teacher is qualified.

6.6.3 Duration of Leave

1. The Board will determine the length of the leave based on the duration requested by the teacher and the minimal disruption to the educational welfare of students.
2. The duration of the leave shall typically be for one (1) complete school year.
3. Leaves that begin at a time other than the beginning of a school year shall typically be considered to last for the remainder of the school year in which the leave is granted.

6.6.4 Notice of Intent to Return

1. When a leave begins at the beginning of a school year, the teacher on leave must notify the Superintendent or designee by February 1 regarding the teacher's intention to return to the District the following year. If such notice is not received on or before February 1, the teacher is deemed to have resigned effective on the date the teacher was required to return from leave without further action by the Board or teacher.

2. When a leave begins at a time other than the beginning of a school year, the teacher on leave must notify the Superintendent or designee of the teacher's intention to return to the District at least sixty (60) calendar days before the date the teacher is to return from leave. If not so received, the teacher shall be deemed to have resigned effective on the date the teacher was required to return from leave without further action by the Board or the teacher.

6.6.5 Benefits While on Leave

1. While on leave, the teacher may continue to participate in the District's insurance plan by paying the full premium cost.
2. If the teacher is eligible for leave under the FMLA, the Board will continue to pay its portion of the teacher's insurance premiums for the FMLA period. For the remainder of the leave, the teacher is responsible for the entire insurance premiums, both the Board's and the teacher's shares until the teacher returns from leave. If the teacher is not eligible for leave under the FMLA, the teacher will be responsible for the entire insurance premiums, both the Board's and the teacher's shares, from the beginning of the leave.
3. Any changes to the insurance policy or premiums will apply to a teacher on leave.
4. A teacher on leave is subject to honorable dismissal upon the same terms and conditions as teachers not on leave.

6.7 Religious Holiday Leave

The Superintendent shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five (5) days prior notice and the absence does not cause an undue hardship. Employees may use earned personal leave day(s) to make up the absence, provided such time is consistent with the District's operational needs. A per diem deduction may also be requested by the employee.

6.8 Professional Leave

At the discretion and approval of the Superintendent or designee, an employee shall be entitled to leave at full pay to attend professional meetings, if such meetings are held on school time. Requests by employees to attend any other professional meetings or conferences may be approved at the discretion of the Superintendent or designee.

6.9 Jury Duty Leave

When a teacher is called for jury duty and serves, the teacher's regular salary shall be paid. The amount of compensation paid by the governmental unit is retained by the teacher and does not affect the salary paid by the school district. The Board considers the minimal pay for jury duty to cover the personal expenses for transportation and food during the time of service. The time the teacher is absent is not counted as part of sick or personal time. The teacher must provide a copy of the jury summons for verification.

ARTICLE VII
TEACHER COMPENSATION AND BENEFITS

7.1 Salary

The salary schedules for the 2023-2024, 2024-2025, and 2025-2026 school years are contained in Appendix 1.

7.2 Stipends and Hourly Rates

The stipend and hourly rate schedules are contained in Appendix 2.

7.3 Outside of District Experience Credit

No new teacher to the District shall be placed at a higher lane and step than an existing teacher(s) with like experience and education.

7.4 Payroll Options

Salaries for teachers shall be distributed via direct deposit 24 paychecks for the school year, beginning in August. Teachers shall receive their summer checks on June 30th payroll. However, any current teacher receiving twenty (20) payroll payments shall be grandfathered in through the life of this Agreement.

Tax sheltered annuities - Employees may make elective payroll deductions to a 403(b) and/or 457(b) plan.

7.5 Health Insurance

7.5.1 A group hospitalization/major medical insurance plan shall be procured by the Board and made available to all teachers.

7.5. 2 Full-time teachers: Teachers contribute six percent (6%) of the premium for single coverage and thirty-six percent (36%) of the premium for family coverage. For married couples within the district, the employer contributions for single insurance for each of the individuals shall be applied to the family insurance premium.

7.5. 3 Part-time teachers: Part-time teacher contributions are based upon their FTE. Eligible employees receive not less than 50% of benefits. Teachers with 50 –79% FTE receive prorated benefits. 80% or greater FTE equals full time employee benefits.

7.5. 4 Health Insurance Committee: An Insurance Committee made up of representatives of all employee groups in the District and administration. Any recommendation from the committee shall be submitted to the Board for approval.

7.6 Dental Insurance/Optical Insurance

Full-time teachers – The District shall pay the cost of the single rate or half (50%) the family rate. For married couples within the District, the employer contributions for single dental and/or optical insurance for each of the individuals shall be applied to the family dental and/or optical insurance premium.

Part-time teachers – The District shall pay the cost prorated to the FTE equivalency for the singe rate or the family rate in (a). If a teacher is 0.6 FTE, the district pays 60 percent (60%) of the single rate or 60 percent (60%) of half (50%) the family rate.

7.7 Life Insurance

Fifty thousand dollars ($50,000) term life insurance shall be provided for part-time and full-time teachers. Teachers shall have the option of purchasing more at their own expense.

7.8 Long Term Disability Insurance

After 90 days of consecutive days of qualified disability, a 66.67% of base salary benefit for all teachers who work 35 hours a week shall be provided.

7.9 Employee Assistance Program

A short term counseling and referral service designed to help employees and their families with personal, family or job-related problems through the district. Services are free or at a reduced cost to employees and household family members.

7.10 Flexible Benefit Plan

Through the District Business office, teachers shall be provided a tax-advantaged financial account set up through the District that allows teachers to set aside a portion of their earnings to pay for qualified medical and dependent care expenses.

7.11 Mileage

A mileage rate as permitted under IRS regulations will be allowed for travel between buildings as necessary for the performance of assigned duties during the school year. Staff members will be paid at the current rate as determined by the Internal Revenue Service (IRS) for mileage reimbursement.

7.12 Professional Growth Loan

An interest-free loan shall be provided to teachers, beginning their second year of employment in District 28, in the amount of four thousand dollars ($4,000) for a maximum of two (2) years. To receive this loan, teachers must follow procedures and documentation requirements as established by the District 28 Business Office. If for any reason a teacher ceases to be an employee while any portion of the loan remains unpaid, the balance of said loan shall thereupon become due and payable, and the Board may deduct said amount from any payment otherwise due to the teacher upon said termination, unless other payment arrangements satisfactory to the Board are made at that time.

7.13 Computer Loan Purchase

Teachers may request an interest free loan up to $2,000 repaid over a period of up to two years to purchase a computer with any related computer equipment. If for any reason a teacher ceases to be an employee while any portion of the loan remains unpaid, the balance of said loan shall thereupon become due and payable, and the Board may deduct said amount from any payment otherwise due to the teacher upon said termination, unless other payment arrangements satisfactory to the Board are made at that time.

7.14 National Board Certification

Teachers who earn National Board Certification and apply for the nine credits through the American Council on Education (ACE) can submit those credits for advancement on the salary schedule. If teachers earn the National Board credit hours outside of a master's degree program but before they have earned a master's degree, those credits can be used for bachelor's lane

advancement, but not for post-master's degree advancement. Upon award of National Board Certification, the District will cover the $2,000 certification application fee if the State of Illinois chooses to no longer fund that fee, subject to the same standards used for tuition reimbursement. However, the District will not cover the $100 fee to apply for credits from ACE.

7.15 Professional Growth, Tuition Reimbursement, Professional Memberships

Teachers beginning their second full year of employment in District 28 are eligible for tuition reimbursement as follows:

7.15.1 School District #28 will reimburse up to $2,400 per fiscal year for approved graduate study tuition including major textbook(s) in each course. Part-time teachers are to participate on a percentage basis. Unused balance does not carry over to the next fiscal year.

7.15.2 Approval of courses must be made by the superintendent prior to enrollment. To secure approval, submit to the Superintendent's Office the Graduate Credit Reimbursement Form.

7.15.3 Teachers who earn National Board Certification (NBC) may earn up to nine graduate credits which may apply towards movement on the salary schedule. Once certification is obtained, teachers who earn NBC may apply for reimbursement of the NBC application fee, if no other reimbursement option is available, using his/her unused tuition reimbursement money.

7.15.4 Tuition reimbursement will be made following the satisfactory completion of a course upon the presentation of an official transcript and receipt of payment for tuition and textbook in each course.

7.15.5 Notice of completion of course work shall be provided to the Superintendent's Office by August 31st. Paperwork, including official transcripts, all receipts, and any and all paperwork must be submitted to the Superintendent's Office by October 15th for courses completed by September 1st for a contract change in that respective school year. These timelines must be fulfilled in order for movement on the salary schedule to occur.

7.15.6 Any teacher requested or required by the District to take classes toward or to receive an endorsement or completion of a program by the District shall receive reimbursement for such classes/program at one-hundred percent (100%) of the costs.

7.15.7 For teachers with a Bachelor Degree, tuition reimbursement shall only be provided for course work towards a Masters Degree.

7.16 Teacher-Requested Workshops/Conferences - Reimbursement Guidelines

All workshops and conferences need prior approval from administration and must align to District/School goals and/or be relevant to teaching responsibilities. Teachers may choose from one category (A, B, or C) per year. If a multi-day event, there is a 2-day limit so as to maximize teacher-student contact time.

Category A: Out-of-District Workshop/Observation/School Visitation

- District pays registration up to $300
- Reimbursement of mileage up to 200 miles round trip

Category B: State/National Conference (Multi-Day)

- District pays registration up to $400
- Total travel expenses will be reimbursed up to $200 (includes: mileage,food,lodging, etc.) Food receipts need to be itemized and cannot exceed IRS limits: Breakfast - $10, Lunch- $20, Dinner - $30, alcohol cannot/will not be reimbursed.
- Participant pays all other expenses

Category C: Presenting at a Conference

- Presentation based on teaching assignment
- Need to present to a group in building/district after consultation with principal/administrator
- District pays registration, as noted above, and mileage only (subject to guidelines above), unless the presentation was requested by the district.
- Any exceptions require Administrative Council approval. Additional workshops/conferences may apply to specific committee reps, specific positions, or training for new positions.

District-Requested Workshop/Conference

- If attendance is required by the District:
- The District pays registration
- Participant may still attend a conference/workshop of his/her choice
- Post conference responsibilities will be determined prior to attendance
- See Category "B" above for limits for food and related expenses

Expectations upon returning from workshop/conference

In consultation with the principal/administrator, the teacher will create a presentation of new learning/skills to colleagues (e.g., staff meeting, grade level team meeting, in-district workshop).

Internal/Onsite Opportunities

In addition to the annual out-of-district conferences, District 28 shall provide opportunities for professional development on site.

Internal Workshops/Trainings

- Aligned with District/school initiatives
- Aligned with job assignment
- No limit on number attended
- Offerings include after school, weekends, release time, and summer

ARTICLE VIII
RETIREMENT BENEFITS

8.1 Eligibility

8.1.1 A teacher must complete at least 10 years of creditable service in a licensed position in District 28 by the end of the school year in which you give notice;

8.1.2 A teacher must be eligible to receive pension benefits through the Teachers' Retirement System for the State of Illinois (TRS).

8.1.3 At the time of retirement, the teacher cannot exceed the maximum years of creditable service necessary to receive a non-discounted annuity from TRS (currently 35 years), excluding the application of unused accumulated sick leave for retirement service credit, but may have less than 35 years of creditable service. The retirement benefit must be elected when one first becomes eligible or before the final year of necessary service to retire under this provision for less than the four (4) year maximum benefit.

8.1.4 A teacher who participates in the retirement benefit may receive no increases in TRS creditable earnings in excess of 6% from one year to the next during the last 4 years of employment (this includes all TRS reportable salary such as summer work, stipends, sub pay, paid-out sick or personal days, etc.).

8.1.5 The District shall be responsible for notifying any teacher when pay is approaching the six percent (6%) cap. However, any approved additional pay (stipends, extra duties) that goes beyond the six percent (6%) cap during any of these last four (4) years shall be set aside and paid post-retirement by August 1 after the teacher's retirement date.

8.2 Notice:

8.2.1 In order to receive retirement benefits under this provision, the teacher must provide an irrevocable notice and intent to retire to the Superintendent or designee no later than December 31st of the year which is the first year in which the teacher intends to receive the retirement benefit. The notice shall indicate the year in which the teacher intends to retire which shall be no more than 4 years starting with the following school year.

8.2.2 The teacher's notice to the Board and the Board's approval of the request shall constitute an irrevocable commitment by both parties, except that at the Board's discretion, the teacher may be permitted to continue in employment beyond the agreed-upon date of retirement in emergency circumstances (e.g. catastrophic illness incurred by the teacher or spouse, death of spouse or calamitous event incurred by teacher or spouse). If a teacher participating in the program begins to receive the benefits and the Board, in its sole discretion, accepts a request to rescind the retirement, the Board will not be obligated to continue payment of the benefits under the program.

8.2.3 As a condition of continuing in employment beyond the agreed-upon retirement date, the teacher and the District shall agree upon an extended date of retirement and a reasonable repayment agreement that may include adjusting the employee's salary level so that the District does not incur a TRS penalty and so that the employee repays the full cost of the retirement benefit, less the compensation the teacher would have received if teacher had not submitted the notice of retirement.

8.2.4 If a teacher participating in the program resigns or is terminated prior to the date originally approved for the teacher's retirement for any reason other than physical or mental disability which permanently renders the teacher unable to perform the teacher's duties, the Board will have no obligation to provide the remaining retirement enhancements which would otherwise have been due under the program.

8.3 Benefit:

8.3.1 A teacher choosing to receive this retirement benefit shall receive a 6% increase to the teacher's base salary from the previous school year each year for a maximum of four (4) years.

8.3.2 Post-retirement benefit:

- The teacher shall be paid five hundred dollars ($500.00) for each year of service in a licensed position in the District to be paid in a post-retirement paycheck. OR
- The District shall contribute, upon retirement, an amount of twenty-three thousand dollars ($23,000.00) toward the retiring teacher's Teacher Retirement Insurance Program (TRIP), to be used by the retiree for single or family coverage until the twenty-three thousand dollars ($23,000.00) has been paid out.

8.3.3 Sick Leave payout:

- The Board shall pay teachers who retire under this plan for unused, accumulated sick days in excess of 340 days at a rate of fifty dollars ($50) per day, provided such days are not calculated by TRS in a teacher's service years' credit, up to a maximum of fifteen (15) days. This payment for unused, accumulated sick days will be paid out not before July 31 of the year in which the teacher retires.

8.4 Teachers who are within 4 years of eligibility of retirement who are not participating may not receive an increase that could result in a penalty. If a teacher is within four (4) years of eligibility for TRS retirement and chooses not to participate in the program, the teacher may avoid this limitation above by signing an agreement with the Board. The agreement will provide that if the teacher resigns and the Board becomes subject to penalties from TRS, the teacher must repay to the Board all amounts of creditable earnings necessary to avoid penalties.

8.5 If a teacher is participating in the retirement benefit program and the teacher's benefits extend into school years past the term of this Agreement, the teacher will remain in the retirement program. A teacher participating in the Retirement Program provided for in this Agreement will not be eligible for any new or revised retirement program under a subsequent agreement.

8.6 If the TRS law or regulations change in such a way that cause the Board to become subject to penalties TRS, then the Board and the teachers, with Core Council representation, will have the option to amend the retirement date and/or modify the timing of payments under the Plan to achieve the least amount of monetary hardship to the teacher and the District.

8.7 Should legislation be enacted that changes pension law or liability, either Party may seek to reopen bargaining and the other Party agrees to engage in good faith bargaining.

8.8 The provision in 8.1.5 of this retirement benefit applies, prospectively, to all retirees currently receiving retirement benefits.

ARTICLE IX
GRIEVANCE PROCEDURES

9.1 Purpose

The primary purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or the Board.

9.2 Definition

A grievance shall mean a complaint that there has been a specific violation or misinterpretation of any of the provisions of this Agreement.

9.3 Representation

The Union may be recognized as the official representative of the teachers in the grievance procedure. Upon a teacher's request, a representative of the Union may attend any of the conferences and/or hearings at Level 1 through 5. A different administrator may be designated by the Board or the Superintendent to hear a grievance or any appeal hereunder. If the grievant chooses not to use Union representation for Level 2 or higher, the Union shall be kept informed of any grievance, its progress through the Levels, and resolution (if any).

9.4 Procedure

Level 1
The grievant (or the Union on behalf of the grievant) shall first meet with the principal and orally and informally discuss the grievance in an effort to resolve the matter.

Level 2
If the informal process fails to resolve the issue, the grievant shall submit the grievance in writing to the principal within seventeen (17) days of the occurrence giving rise to the grievance, or within seventeen (17) days of the date the grievant should reasonably have known of such occurrence, whichever is later. The grievance shall contain a complete statement of the facts giving rise to the grievance, the provision(s) of this Agreement allegedly violated, and the specific relief requested. Within five (5) days after the filing of the grievance, a meeting shall be held at a time mutually agreed to by all parties concerned. If no settlement of the grievance is reached, the principal shall provide a written response to the grievance within ten (10) days after the meeting is held.

Level 3
If a satisfactory agreement is not reached at Level 2, the grievant may appeal to the Superintendent in writing, within ten (10) days after the grievant has received the decision of the principal. The Superintendent shall hold a conference within ten (10) days of the receipt of the appeal. The Superintendent shall provide a written response to the grievance within ten (10) days after the conference is held.

Level 4
If the grievant is not satisfied with the decision in Level 3, the grievant may appeal to the Board within (5) school days after having received the written decision of the Superintendent. The appeal shall be in writing, citing all of the pertinent information including the basis upon which the grievant believes the grievance was denied at Level 3. The Board shall, at its next meeting, hear the grievance in closed session, and it shall then render its written decision within ten (10) days after the hearing of the grievance, and shall communicate it in writing to the grievant or, at

the Board's option, the Board may waive its right to hear the grievance, in which event the Union may proceed directly to Level 5.

Level 5

In the event the grievant is not satisfied with the disposition of the grievance at Level 4, the grievance may be submitted by the Union (but not the teacher) to binding arbitration within ten (10) days of receipt of the Board's answer in Level 4 or the Board's waiver of Level 4. The Union shall provide notice of its decision to pursue binding arbitration to the Superintendent. The parties shall attempt to agree upon an arbitrator within ten (10) days after the Superintendent's receipt of the Union's demand for binding arbitration. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators.

The Voluntary Labor Arbitration rules of the American Arbitration Association shall be used in the selection of an Arbitrator. However, each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The time and place of the hearing shall be scheduled after the school day to afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitrator shall have no right to amend, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only on the specific issues submitted in writing, including defenses set forth in the District's responses, and shall have no authority to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of the law. The arbitrator shall submit a decision in writing, which shall be final and binding on the parties, within thirty (30) days following the close of the hearing or the submission of post-hearing briefs by the parties, whichever is later. The fees of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them. The Board and the Union each retain the right to employ legal counsel.

9.5 General Provisions

9.5.1 A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Union, the grievance affects a group of teachers, the Union may process the grievance at the appropriate level.

9.5.2 The failure of the teacher to act within the time limits shall act as a bar to further appeals.

9.5.3 The administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

9.5.4 A teacher shall be free to lodge and to persevere in a grievance without interference or penalty.

9.5.5 The Union or the Board shall have the right to use the grievance and arbitration procedure starting at the appropriate level.

9.5.6 An expedited grievance procedure can be adopted pursuant to the mutual agreement of the parties on a case-by-case basis.

9.5.7 Time limits may be extended only by mutual agreement.

9.5.8 The term "days" as used in this Article shall mean days on which the District office is open for business.

ARTICLE X
DURATION AND NEGOTIATIONS

10.1 Duration

This Agreement shall be effective July 1, 2023 and shall continue in full force and effect through June 30, 2026.

10.2 Contract Negotiations

The Board and Union agree to negotiate in good faith, provided that the obligation to negotiate in good faith does not compel either party to agree to a proposal or require the making of a concession. Each party shall select its own representatives.

It is the intent of the parties to begin negotiations for any successor Agreement by November 1 of the school year in which the existing Agreement expires. Nothing precludes the parties from beginning negotiations at a later mutually-agreed upon date. The Union shall initiate this process by submitting a demand to bargain to the Superintendent.

The respective negotiating representatives of the Board and the Union shall have the necessary power and authority to make proposals and counter proposals during negotiations and to be able to reach tentative agreements. A full tentative agreement shall be taken to the Board and Union membership, respectively, for ratification.

10.3. No Strike Clause

The Union agrees not to strike, not to engage in any work stoppages and not to picket in any manner which would disrupt the operations of any schools in School District 28 during the term of this Agreement.

UNION	NORTHBROOK SCHOOL DISTRICT 28
Meghan H. Davis	Jennifer Hallinan
President	Board President
_____	_____
_____	_____

APPENDIX 1
Salary Schedules

Salary Schedule
2023-24

Lane Step	BA	BA-12	MA	MA+12	MA+30
1	**53,137**	**54,731**	**58,185**	**61,108**	**62,436**
2	**54,200**	**55,262**	**59,779**	**62,702**	**64,030**
3	**55,528**	**56,325**	**61,373**	**64,296**	**65,624**
4	**56,857**	**57,919**	**62,967**	**65,890**	**67,218**
5	**58,451**	**59,513**	**64,561**	**67,484**	**68,812**
6	**60,045**	**61,108**	**66,687**	**69,609**	**70,938**
7	**61,108**	**62,702**	**68,812**	**71,735**	**73,063**
8	**62,170**	**64,296**	**70,938**	**73,860**	**75,189**
9	**63,764**	**65,890**	**73,063**	**75,986**	**77,314**
10	**65,359**	**67,484**	**75,455**	**78,643**	**79,971**
11		**69,078**	**77,846**	**81,300**	**82,628**
12		**70,672**	**80,237**	**83,956**	**85,285**
13		**72,798**	**82,628**	**86,613**	**87,942**
14		**74,923**	**85,019**	**89,270**	**90,599**
15		**77,049**	**87,676**	**91,927**	**93,787**
16		**79,174**	**90,067**	**94,584**	**97,506**
17		**81,300**	**92,458**	**97,241**	**100,695**
18			**94,850**	**99,898**	**103,883**
19			**97,241**	**102,554**	**107,071**
20			**98,835**	**105,211**	**110,259**
21			**100,429**	**107,868**	**113,447**
22			**102,023**	**110,525**	**116,636**
23				**111,588**	**118,386**
24				**112,650**	**120,136**
25				**113,713**	**121,886**
26				**114,776**	**123,636**
27				**115,839**	**125,386**
28				**117,339**	**127,136**
29				**118,839**	**128,886**
30				**120,339**	**130,636**
31				**121,839**	**132,386**

To recognize a doctorate degree (PhD, EdD) an annual amount of $1,500 will be added to the teacher's current salary lane and step. To recognize a second Masters degree an annual amount of $1,000 will be added to the teacher's current salary lane and step. These will not be cumulative; the amount will be above the contract rate.

Salary Schedule
2023-25

Lane Step	BA	BA-12	MA	MA+12	MA+30
1	54,270	55,898	59,426	62,411	63,767
2	55,355	56,441	61,054	64,039	65,395
3	56,712	57,526	62,682	65,667	67,023
4	58,069	59,154	64,310	67,295	68,652
5	59,697	60,782	65,938	68,923	70,280
6	61,325	62,411	68,109	71,094	72,450
7	62,411	64,039	70,280	73,265	74,621
8	63,496	65,667	72,450	75,435	76,792
9	65,124	67,295	74,621	77,606	78,963
10	66,752	68,923	77,063	80,320	81,676
11		70,551	79,506	83,033	84,390
12		72,179	81,948	85,747	87,103
13		74,350	84,390	88,460	89,817
14		76,521	86,832	91,174	92,530
15		78,692	89,546	93,887	95,787
16		80,862	91,988	96,601	99,585
17		83,033	94,430	99,314	102,842
18			96,872	102,028	106,098
19			99,314	104,741	109,354
20			100,942	107,455	112,610
21			102,570	110,168	115,866
22			104,198	112,882	119,123
23				113,967	120,873
24				115,052	122,623
25				116,138	124,373
26				117,223	126,123
27				118,309	127,873
28				119,809	129,623
29				121,309	131,373
30				122,809	133,123
31				124,309	134,873

To recognize a doctorate degree (PhD, EdD) an annual amount of $1,500 will be added to the teacher's current salary lane and step. To recognize a second Masters degree an annual amount of $1,000 will be added to the teacher's current salary lane and step. These will not be cumulative; the amount will be above the contract rate.

Salary Schedule
2023-26

Lane Step	BA	BA-12	MA	MA+12	MA+30
1	55,395	57,057	60,658	63,704	65,089
2	56,503	57,611	62,319	65,366	66,751
3	57,888	58,719	63,981	67,028	68,413
4	59,273	60,381	65,643	68,690	70,075
5	60,935	62,042	67,305	70,352	71,737
6	62,596	63,704	69,521	72,567	73,952
7	63,704	65,366	71,737	74,783	76,168
8	64,812	67,028	73,952	76,999	78,384
9	66,474	68,690	76,168	79,215	80,600
10	68,136	70,352	78,661	81,985	83,369
11		72,014	81,154	84,754	86,139
12		73,675	83,646	87,524	88,909
13		75,891	86,139	90,294	91,679
14		78,107	88,632	93,064	94,448
15		80,323	91,402	95,833	97,772
16		82,539	93,895	98,603	101,650
17		84,754	96,387	101,373	104,974
18			98,880	104,143	108,297
19			101,373	106,912	111,621
20			103,035	109,682	114,945
21			104,697	112,452	118,268
22			106,358	115,222	121,592
23				116,330	123,342
24				117,437	125,092
25				118,545	126,842
26				119,653	128,592
27				120,761	130,342
28				122,261	132,092
29				123,761	133,842
30				125,261	135,592
31				126,761	137,342

To recognize a doctorate degree (PhD, EdD) an annual amount of $1,500 will be added to the teacher's current salary lane and step. To recognize a second Masters degree an annual amount of $1,000 will be added to the teacher's current salary lane and step. These will not be cumulative; the amount will be above the contract rate.

APPENDIX 2
Stipend and Hourly Rate Schedules

Position	Staff	2023-24 Stipend	2023-24 Cost
Channel 24	Position A	$8,622	$8,622
Channel 24	Position B	$5,172	$5,172
Chorus (Junior High)	1 Position	$5,026	$5,026
Garden Stipend	2 Positions	$4,494	$8,988
General Music (Elementary)	3 Positions	$2,608	$7,824
Instrumental Music	8.6 Positions	$5,026	$43,223
Music Supervision	4 Positions	$956	$3,826
Elementary Children's Choir	1 Position	$6,771	$6,771
Community Choir Performance	Up to 8 events	$260	$2,080
Choir Accompanist	Up to 3 concerts	$260	$780
Video Editing for Concerts	1 Position	$1,961	$1,961
Board Meeting Live Streaming	Per Board Meeting	$156	$1,716
Yearbook (Junior High)	2 Positions	$1,495	$2,990
Student Council (Junior High)	2 Positions	$2,201	$4,402
Teacher Tech Leader	4.6 Positions	$7,721	$35,516
EL Coordinator	1 Position	$2,700	$2,700
Cross Country	Head Coach	$2,827	$2,827
Cross Country	Assistant	$2,121	$2,121
Volleyball Girls - 6		$2,647	$2,647
Volleyball Girls - 7		$3,534	$3,534
Volleyball Girls - 8		$3,534	$3,534
Soccer - 7		$2,827	$2,827
Soccer - 8		$2,827	$2,827
JH Athletic Directors	*2 Directors Split Stipend*	$5,285	$5,285
Basketball girls - 6		$3,251	$3,251
Basketball girls - 7		$4,242	$4,242
Basketball girls 8		$4,242	$4,242
Basketball boys - 6		$3,251	$3,251
Basketball boys - 7		$4,242	$4,242
Basketball boys - 8		$4,242	$4,242
Volleyball boys - 6		$2,647	$2,647
Volleyball boys - 7		$3,534	$3,534
Volleyball boys - 8		$3,534	$3,534
Track	Head Coach	$2,827	$2,827
Track	Assistant	$2,121	$2,121
Track	Assistant	$2,121	$2,121
Softball	1 Coach	$2,262	$2,262
Cheerleading	2 Coaches	$3,534	$7,069
Outdoor Ed	Student/Staff Director	$886	$886
Outdoor Ed	Planning/Communications	$1,064	$1,064
Outdoor Ed	Counselor Coordinator	$709	$709
OE Overnight (2 nights)	OE Director Overnight (3)	$264	$1,585
OE Overnight (2 nights)	OE Nurse Overnight (1)	$264	$528
OE Overnight (2 nights)	OE SST Monitors (5)	$264	$2,642
OE Overnight (2 nights)	OE Teacher Monitors (10)	$153	$3,058
Independent Science Research (ISR)	3 Positions *(includes planning)*	$751	$2,252
Independent Science Research (ISR)	ISR Local/State Directors (2)	$292	$584
Independent Science Research (ISR)	ISR Regional Director	$125	$125
ISR Overnight	3 Positions	$681	$2,044
Team Leader Elementary	6 Positions	$647	$3,881
Team Leader JH	10 Positions	$1,721	$17,212
NBJH Dept Chair	5 Positions	$488	$2,439
NBJH Math/LA 4th Section	Varies	$1,000	$1,000
Foundational Teacher Extended Day		$2,500	$10,000
Mentors *(# Varies)*	Year 1	$942	$942
Mentors *(# Varies)*	Year 2	$314	$314
Mentors *(# Varies)*	Year 1 (additional mentees)	$471	$471
Mentors *(# Varies)*	Year 2 (additional mentees)	$314	$314
Apple Teacher Certification *(#Varies)*	New Teacher Requirement	$270	$270
Summer School Admin	2 Positions	$8,646	$17,291

Position	Staff	2024-25 Stipend	2024-25 Cost
Channel 24	Position A	$8,881	$8,881
Channel 24	Position B	$5,327	$5,327
Chorus (Junior High)	1 Position	$5,177	$5,177
Garden Stipend	2 Positions	$4,629	$9,258
General Music (Elementary)	3 Positions	$2,686	$8,059
Instrumental Music	8.6 Positions	$5,177	$44,520
Music Supervision	4 Positions	$985	$3,940
Elementary Children's Choir	1 Position	$6,975	$6,975
Community Choir Performance	Up to 8 events	$268	$2,142
Choir Accompanist	Up to 3 concerts	$268	$803
Video Editing for Concerts	1 Position	$2,019	$2,019
Board Meeting Live Streaming	Per Board Meeting	$161	$1,767
Yearbook (Junior High)	2 Positions	$1,540	$3,080
Student Council (Junior High)	2 Positions	$2,267	$4,534
Teacher Tech Leader	4.6 Positions	$7,721	$35,516
EL Coordinator	1 Position	$2,781	$2,781
Cross Country	Head Coach	$2,912	$2,912
Cross Country	Assistant	$2,184	$2,184
Volleyball Girls - 6		$2,726	$2,726
Volleyball Girls - 7		$3,640	$3,640
Volleyball Girls - 8		$3,640	$3,640
Soccer - 7		$2,912	$2,912
Soccer - 8		$2,912	$2,912
JH Athletic Directors	*2 Directors Split Stipend*	$5,443	$5,443
Basketball girls - 6		$3,348	$3,348
Basketball girls - 7		$4,370	$4,370
Basketball girls 8		$4,370	$4,370
Basketball boys - 6		$3,348	$3,348
Basketball boys - 7		$4,370	$4,370
Basketball boys - 8		$4,370	$4,370
Volleyball boys - 6		$2,726	$2,726
Volleyball boys - 7		$3,640	$3,640
Volleyball boys - 8		$3,640	$3,640
Track	Head Coach	$2,912	$2,912
Track	Assistant	$2,184	$2,184
Track	Assistant	$2,184	$2,184
Softball	1 Coach	$2,330	$2,330
Cheerleading	2 Coaches	$3,641	$7,281
Outdoor Ed	Student/Staff Director	$905	$905
Outdoor Ed	Planning/Communications	$1,086	$1,086
Outdoor Ed	Counselor Coordinator	$724	$724
OE Overnight (2 nights)	OE Director Overnight (3)	$272	$1,633
OE Overnight (2 nights)	OE Nurse Overnight (1)	$272	$544
OE Overnight (2 nights)	OE SST Monitors (5)	$272	$2,721
OE Overnight (2 nights)	OE Teacher Monitors (10)	$157	$3,149
Independent Science Research (ISR)	3 Positions *(includes planning)*	$773	$2,320
Independent Science Research (ISR)	ISR Local/State Directors (2)	$301	$601
Independent Science Research (ISR)	ISR Regional Director	$129	$129
ISR Overnight	3 Positions	$702	$2,105
Team Leader Elementary	6 Positions	$666	$3,998
Team Leader JH	10 Positions	$1,773	$17,728
NBJH Dept Chair	5 Positions	$502	$2,512
NBJH Math/LA 4th Section	Varies	$1,000	$1,000
Foundational Teacher Extended Day		$2,500	$10,000
Mentors *(# Varies)*	Year 1	$971	$971
Mentors *(# Varies)*	Year 2	$324	$324
Mentors *(# Varies)*	Year 1 (additional mentees)	$485	$485
Mentors *(# Varies)*	Year 2 (additional mentees)	$324	$324
Apple Teacher Certification *(#Varies)*	New Teacher Requirement	$279	$279
Summer School Admin	2 Positions	$8,905	$17,810

Position	Staff	2025-26 Stipend	2025-26 Cost
Channel 24	Position A	$9,147	$9,147
Channel 24	Position B	$5,487	$5,487
Chorus (Junior High)	1 Position	$5,332	$5,332
Garden Stipend	2 Positions	$4,768	$9,535
General Music (Elementary)	3 Positions	$2,767	$8,301
Instrumental Music	8.6 Positions	$5,332	$45,855
Music Supervision	4 Positions	$1,015	$4,059
Elementary Children's Choir	1 Position	$7,184	$7,184
Community Choir Performance	Up to 8 events	$276	$2,207
Choir Accompanist	Up to 3 concerts	$276	$828
Video Editing for Concerts	1 Position	$2,080	$2,080
Board Meeting Live Streaming	Per Board Meeting	$166	$1,821
Yearbook (Junior High)	2 Positions	$1,586	$3,172
Student Council (Junior High)	2 Positions	$2,335	$4,670
Teacher Tech Leader	4.6 Positions	$7,721	$35,516
EL Coordinator	1 Position	$2,864	$2,864
Cross Country	Head Coach	$3,000	$3,000
Cross Country	Assistant	$2,250	$2,250
Volleyball Girls - 6		$2,808	$2,808
Volleyball Girls - 7		$3,749	$3,749
Volleyball Girls - 8		$3,749	$3,749
Soccer - 7		$3,000	$3,000
Soccer - 8		$3,000	$3,000
JH Athletic Directors	*2 Directors Split Stipend*	$5,607	$5,607
Basketball girls - 6		$3,449	$3,449
Basketball girls - 7		$4,501	$4,501
Basketball girls 8		$4,501	$4,501
Basketball boys - 6		$3,449	$3,449
Basketball boys - 7		$4,501	$4,501
Basketball boys - 8		$4,501	$4,501
Volleyball boys - 6		$2,808	$2,808
Volleyball boys - 7		$3,749	$3,749
Volleyball boys - 8		$3,749	$3,749
Track	Head Coach	$3,000	$3,000
Track	Assistant	$2,250	$2,250
Track	Assistant	$2,250	$2,250
Softball	1 Coach	$2,399	$2,399
Cheerleading	2 Coaches	$3,750	$7,499
Outdoor Ed	Student/Staff Director	$924	$924
Outdoor Ed	Planning/Communications	$1,109	$1,109
Outdoor Ed	Counselor Coordinator	$739	$739
OE Overnight (2 nights)	OE Director Overnight (3)	$280	$1,681
OE Overnight (2 nights)	OE Nurse Overnight (1)	$280	$560
OE Overnight (2 nights)	OE SST Monitors (5)	$280	$2,802
OE Overnight (2 nights)	OE Teacher Monitors (10)	$162	$3,244
Independent Science Research (ISR)	3 Positions *(includes planning)*	$796	$2,389
Independent Science Research (ISR)	ISR Local/State Directors (2)	$310	$619
Independent Science Research (ISR)	ISR Regional Director	$133	$133
ISR Overnight	3 Positions	$723	$2,168
Team Leader Elementary	6 Positions	$686	$4,118
Team Leader JH	10 Positions	$1,826	$18,260
NBJH Dept Chair	5 Positions	$517	$2,587
NBJH Math/LA 4th Section	Varies	$1,000	$1,000
Foundational Teacher Extended Day		$2,500	$10,000
Mentors *(# Varies)*	Year 1	$1,000	$1,000
Mentors *(# Varies)*	Year 2	$333	$333
Mentors *(# Varies)*	Year 1 (additional mentees)	$500	$500
Mentors *(# Varies)*	Year 2 (additional mentees)	$333	$333
Apple Teacher Certification *(#Varies)*	New Teacher Requirement	$287	$287
Summer School Admin	2 Positions	$9,172	$18,344

	2023-24 Rate	2024-25 Rate	2025-26 Rate
BA-1	$53,137	$54,270	$55,395
Base Point of Reference	$41.71	$42.60	$43.48

Tier 3 Curriculum work, training, teacher subbing, ISR judges, evening events (outside of contractual obligations)	$41.71	$42.60	$43.48
Tier 2 (85% BPR) Extracurricular activities, clubs, cafeteria supervision	$35.45	$36.21	$36.96
Tier 1 (70% BPR) Planning, all other student supervision, test administration, Kidcare, sports technician, staff absorbing class without sub	$29.20	$29.82	$30.44
Home Hospitalization (150% BPR)	$62.56	$63.90	$65.22
Summer School Teacher/Nurse (115% BPR)	$47.97	$48.99	$50.00
Extended School Year Teacher (130% BPR)	$54.22	$55.38	$56.53
PD Presenter (210% BPR)	$87.59	$89.46	$91.31
PD Co-Presenters (185% BPR)	$77.16	$78.81	$80.44

APPENDIX 3
Teaching Overload

Teaching assignment overload stipends shall based on the BA1 or MA1 amount depending on which lane the teacher is on prorated based on the number of additional sections. If the teacher is at or above BA4 or MA4, the teacher will receive a stipend based on BA4 or MA4 depending on the teacher's lane designation.

Junior High:
The overage stipend for a teacher at the junior high will be calculated based on one-and-a-half (1.5x) times the number of additional student contact minutes beyond the teacher's standard FTE.

FTE for Junior High is defined as follows:

- PE/Electives = 6 sections
- SS/Sci/WL = 5 sections + XB
- Math/LA = 3 sections + XB/int or 4 sections*

*Math/LA teachers who teach 4 sections will receive an annual stipend of $1000. This provision will be included in the stipend schedule.

A Math/LA teacher cannot be assigned 4 sections more than twice in any six year period.

Elementary:
The overage stipend for a teacher at the elementary level will be calculated based on one-and-a-half times (1.5x) the number of additional sections.

A Specials Teacher who teaches a class that combines more than one section resulting in the equivalent of 1.5 sections will be paid an overage stipend of an additional .5 section as long as the Specials Teacher is teaching at least an average of 9 sections per day.

Student Services:
If a student services educator, who has a full caseload, is assigned the additional responsibilities of another student services educator (i.e. covering a leave), compensation for such an overload assignment shall be a per diem rate (prorated hourly).

In the event that a student services educator is assigned additional responsibilities, the Council and the Administration would determine collaboratively if that teacher has a full caseload.

Plan Time Side Letter

1. For the duration of this Agreement, unless there is mutual agreement otherwise, there will be no changes to current teacher plan time except for those teachers with over Five Hundred and Fifty (550) minutes who will not get less than 550 minutes. However, any bargaining unit member currently not receiving at least Three Hundred (300) of individual plan time per week shall be entitled to such starting in the 2024-2025 school year. The current teacher plan time will sunset at the expiration of the initial Agreement even if a successor agreement or new plan time agreement has not been entered into by the Parties.

2. The parties agree that it is a priority to make sure that teachers are able to utilize plan time to prepare lessons, grade papers, collaborate, reach out to parents and perform other planning duties. While the Parties understand that, from time to time, circumstances require teachers to have missed or interrupted plan time (for which the teachers get paid), the Parties agree that teachers should not be regularly missing plan time. If the Council believes that the Administration is regularly or consistently interrupting or causing an individual teacher to miss plan time, it shall first be raised for resolution in the Labor-Management Committee. Only if the Labor-Management Committee is unable to resolve the issue, may the Council seek additional relief through the grievance process.

3. The Parties acknowledge that they have the following shared understandings:
   a. Teachers need individual planning time to prepare lessons, grade papers, reach out to parents, and perform other duties.
   b. Student growth and learning is improved as a result of having learning time with teachers.
   c. Teachers need collaborative planning time with grade level and subject matter teams to work on curriculum development, lesson planning, and reviewing student work.
   d. Student needs have increased over the years, particularly recently following the COVID-19 pandemic.
   e. There should be as much equity in planning time across teachers as possible, with the understanding that different grade levels and positions have different schedules and responsibilities.

4. The Parties will meet, starting in 2023-2024, in a committee to discuss the issue of plan time. As part of this committee work, that parties shall look at:
   a. Past practice in the District
   b. Current research on student learning and growth
   c. Current research on teacher planning and collaboration time, including but not limited to individual plan time, team planning, grade-level planning, professional learning communities (PLCs), etc…
   d. Current schedules, workload, daily logs of members within District 28, including the lunch schedules.
   e. Other topics raised by committee members
   f. Plan time in comparable districts, with the understanding that each district has/may have different strategic plans, educational needs, building spaces, schedules, work day, work year, contractual obligations, etc…

Each Party will be responsible for choosing its makeup/membership in the committee.

The goal of the committee is to provide a recommendation(s) to the Administration and the Union on the topic of plan time. The Parties will use this recommendation(s) in consideration of how to address plan time in a successor Agreement.

The Parties may employ the use of a mediator to engage in facilitated conversation about plan time, as needed.

5. This Side Letter shall be considered part of the initial Agreement. The Parties agree that the following aspects of this Side Letter are subject to the grievance process:

a. the formation and meeting of the Committee
b. the retention of the status quo on plan time (with a minimum of minutes) for the duration of the agreement unless and until the parties agree otherwise or the current plan time sunsets.
c. A teacher's concerns about missed plan time as set forth in Paragraph B, should the Labor-Management Committee be unable to resolve the issue.

The remainder of the Side Letter is not subject to the grievance procedure.

6. Each teacher shall have a duty free lunch period of no less than (40) minutes at NBJH and no less than fifty (50) at the elementary buildings unless otherwise modified by the parties, including through the Plan Time committee process. However, duty-free lunch periods at NBJH may be (30) minutes for special schedules (i.e. testing schedules, assembly schedules).