

PROFESSIONAL AGREEMENT

between

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 65

EVANSTON, ILLINOIS

and

DISTRICT 65 EDUCATORS' COUNCIL

for

SCHOOL YEARS

2024-2025 through 2027-2028

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PREAMBLE

The Board of Education of Community Consolidated Schools, District 65, hereinafter referred to as the “Board”, and the District 65 Educators’ Council, hereinafter referred to as the “Council”, recognize that the aim of public schools is to provide the best education possible for students and youth of the District. Attainment of these educational objectives is a joint responsibility of the Board, the Administration and supervisory staff and the professional teaching personnel.

Attainment of educational objectives of the District requires mutual understanding and cooperation among the Board, the Administration and supervisory staff and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE 1

Recognition

A. Recognition

The Board hereby recognizes the Council as the exclusive and sole negotiating agent, pursuant to applicable public law, for all regularly employed, licensed personnel of the District, on track and step, and occupational therapists, physical therapists, and school psychologists.

B. Definition of Educator

The term “educator”, when used hereinafter in the Agreement, shall refer to all employees represented by the Council in the negotiating unit defined above.

C. Exclusive Representation

The Board agrees not to negotiate with any educators’ organization other than the Council for the duration of this Agreement; further, the Board agrees not to negotiate with any educator individually during the duration of this Agreement on matters defined as negotiable in Article II, Section B of this Agreement, provided it is understood that the Board and the Administration retain their right to discuss with individual employees in the District matters relating to the educational program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.

D. Exceptions to Exclusive Representation

Exceptions to Paragraph C will be allowable when educators have applied for merit increments and such increments have been granted under the appropriate rules and regulations.

ARTICLE 2

Definition of Responsibilities

- A. Provisions of this Agreement shall be exercised in conformity with all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by the statutes of the State of Illinois.
- B. As a duly elected body exercising governmental power under color of law of the State of Illinois, the Board undertakes and agrees that it will continue not to discriminate against any educator with respect to hours, wages, terms or conditions of employment by reason of their membership in the Council, their participation in any activities of the Council or in professional negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement.
- C. It is understood that no educator's or Council member's views on matters relating to supervisor-educator or school-board-educator relationships will be discussed in the presence of students.

ARTICLE 3

Negotiation Procedures

A. Duty to Bargain

The Board agrees to participate in good faith negotiations with the duly designated representatives of the Council regarding salaries, fringe benefits, and other terms and conditions of employment when and as required by the Illinois Educational Labor Relations Act.

B. Authority of Bargaining Representatives

It is the mutual responsibility of the Board and the Council to confer upon their respective representatives the necessary power and authority to make proposals and to reach tentative agreements which shall be presented to the Board and Council, respectively, for ratification.

C. Termination of Agreement

If either party desires to modify, amend or terminate this Agreement, official written notice shall be given to the designated representative of the other party prior to March 1st of the year in which this Agreement is to terminate, or prior to March 1st of any subsequent year, by either party, of its desire to terminate, amend or modify this Agreement. Upon receipt of such notice, arrangements shall promptly be made for negotiations.

D. Selection of Bargaining Representatives

Each party in any negotiations shall select its negotiation representatives, provided that the Board shall not select an educator as herein defined as its representative. Neither party's team in any negotiations shall number more than ten (10), including any and all consultants and advisors, save by mutual agreement to increase such number.

E. Timeline for Negotiations

Negotiations shall begin no later than March 15th, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

F. Tentative Agreements

During negotiations, tentatively agreed-upon materials shall be prepared and initialed prior to the adjournment of the meeting at which tentative agreement was reached.

G. Ratification Process

1. When the Council and Board reach tentative agreement on all matters being negotiated, they shall be prepared in writing and shall be submitted to the membership of the Council for ratification and to the Board for official approval, unless mutually agreed to the contrary.
2. Formal ratification vote of the agreement by both parties shall occur within fourteen (14) days of reaching a tentative agreement.
3. Representatives from each team must meet within one (1) week of the conclusion of negotiations for the purpose of editing the agreement.
4. Within thirty (30) days after ratification of the agreement, the Board shall prepare and distribute the contract to all members of the bargaining unit. Prerequisite to the final printing shall be a proof-reading of all copy by both parties. Costs of such preparation shall be borne equally by the Council and the Board.

H. Mediation Procedures

1. If agreement on a successor collective bargaining agreement is not reached within ninety (90) days of the scheduled start of the school year, either party may request the selection and assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS). Such request by either party shall be considered a joint request.
2. The mediator shall meet with the parties and/or their representatives and shall take such steps as are deemed appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
3. The parties agree to comply with the Illinois Educational Labor Relations Act throughout the mediation process.
4. Costs for consultants chosen by either party shall be paid by that party. Any costs for the mediator shall be shared equally by the Board and the Council

ARTICLE 4

Council and Educator Rights

A. Educator Rights

Except as is specifically provided in this Agreement, nothing contained herein shall be construed to deny any educator rights they may have under the School Code of the State of Illinois or under other applicable laws and regulations.

B. Individual Contracts

The Board may issue and request that educators sign only those individual contracts permitted by the School Code. Any individual contracts issued pursuant to statutory authority will be adjusted to conform with any collective agreement negotiated between the parties.

C. Council Rights to Express Views and Make Recommendations

The Council shall be given the opportunity to express its views and make recommendations on fiscal, budgetary or tax programs, construction programs, considered or proposed annexation or consolidation and significant revisions of educational policy.

D. Educator Rights to Organize

Educators shall have the right to form, join or assist educators' organizations and to participate in professional negotiations with the School Board through representatives of their choosing. Educators shall also have the right to refrain from any such activities.

E. Council Bulletin Boards

The Council shall be provided with bulletin board space in each school. Only authorized representatives of the Council will use bulletin boards for Council announcements.

F. Council Use of Interschool Mail/Email Network

In accordance with Board policy, the Council shall have the right to use faculty mailboxes, the interschool mail service, and the District's electronic mail network in order to distribute a reasonable volume of appropriate materials relating to the conduct of the Council's business on behalf of members of the negotiating unit. All materials so disseminated through school channels shall be furnished to the Superintendent or their designee at the time of distribution.

G. Council Meetings

The Council and its representatives shall have the right to schedule and hold a reasonable number of official meetings per year on District property, provided that such meetings in no way interfere with any aspect of the instructional program and provided that when special custodial service is required, the Board will make a reasonable charge.

H. Council Access to Facilities

Reasonable requests for access by Council representatives to educator work areas for purposes of transacting official Council business will be granted by the Administration, provided that no interference with the instructional program would be occasioned by the granting of such requests and provided that during the regular school day, visitors notify the appropriate principal's office before proceeding to their ultimate destinations. If, in the estimation of the principal, given conditions existing in the school, there is a compelling rationale for not having the Council representative proceed to their destination, such will be communicated to the representative at the time of the above-mentioned notification.

I. Board Meeting Information to the Council

Board meeting materials, save for items deemed by the Administration to be confidential, will be provided to the Council President at time of distribution to Board members. As soon as practicable, but in no event later than forty-eight (48) hours from time of adoption by the Board, a listing of Personnel actions taken by the Board (which shall include hirings, terminations, leaves of absence, track movement, reassignments and promotions) shall be available for distribution to the Council President or their designee. The Board agrees to provide agenda and minutes of all Board meetings and furnish to the Council from time to time, in response to reasonable written requests: annual financial reports and audits, a register and addresses of licensed personnel, the names and addresses of newly employed educators, tentative budget and allocations presented by the Board, Treasurer's reports, census data, pupil membership data and other relevant and appropriate information which will assist the Council in developing intelligent, accurate, informed and constructive programs on behalf of the educators and their pupils, and appropriate information necessary for the processing of grievances. Individual confidential information concerning educators and students will be releasable only with the permission of the individuals involved, in the case of educators, and of parents or guardians, in the case of students. Nothing herein shall require the Board to research and assemble such information.

J. Council Use of District Technology and Equipment

Authorized representatives of the Council shall be allowed to use available District technology, including but not limited to computers, typewriters, duplicating equipment, calculating machines and audio-visual equipment on District premises for routine business relating directly to the Council's role as exclusive negotiating agent of the educators. Such equipment may be used only at times it is not needed for school-related purposes. The Council shall pay for the reasonable cost of all materials and supplies incident to such use. Further, authorized representatives of the Council may, after scheduling through and receiving permission from the Superintendent or their designee, use videos and personal computers for business relating directly to the Council's role as exclusive negotiating agent of the educators.

K. Educator Release from Buildings

The building principal shall grant all reasonable requests of educators to leave the building during a preparation period for duties attendant to professional responsibilities.

L. Council Presentations to the Board

The Board affirms that it will continue the policy of recognizing the placing on the agenda of Board meetings the Council and other interested groups and individuals. When the Council wishes to address an issue(s) on the Board agenda, an appearance for the purpose of discussing said issue(s) will be granted prior to the Board discussion of the issue(s).

M. Council Release Days

In the event that the Council desires to send representatives to local, state, or national conferences or on other business pertinent to Council affairs, these representatives shall be excused without loss of salary, providing the Council reimburses the District for the cost of substitutes for any aggregate not to exceed twenty-eight (28) days in any school year for such purposes, and further providing the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent for their approval.

N. Educator Rights Related to Disciplinary Action

When any educator is required to appear before the Board or any Board committee or Board member concerning any matter which could adversely affect the continuation of that educator in their office, position of employment, or the salary or any increments pertaining thereto, the educator shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Council or IEA representative present to advise them and represent them during such meeting or interview.

Also, before the Board of Education votes on formal disciplinary action against any educator, the educator shall be given reasonable written notice of the reasons for such action and shall have the opportunity to meet with the Board and to be accompanied by a representative of their choosing or a Council representative to advise them and to represent them.

O. Meetings between Superintendent and Council

The Council and the Superintendent, and members of their staff, recognize the importance of collaboration and communication in maintaining good relationships and agree to meet monthly, when possible, at the request of either party, for the purpose of addressing issues and problem-solving. The party requesting the monthly meetings shall give reasonable advance notice of items or items to discuss at such meetings. The Council President and the Superintendent will establish a tentative schedule of meetings at the beginning of the school year and again in late January.

P. Meetings between Council Representatives and Building Administration

The Council building representatives and the building level Administration, recognizing the importance of communication in maintaining good relationships, shall meet monthly, when possible, at the request of either party, for the purpose of discussing problems. The party requesting the monthly meetings shall give reasonable advance notice of the item or items it wishes to discuss at such meetings.

Q. Use of Private Residence

The Board recognizes that in order for an educator to accomplish their job effectively, it may be necessary to use part of their residence for the purpose of preparation, grading papers, storage of materials, and other functions related to the practice of their profession.

R. Council and Superintendent School Calendar Discussion

The agenda for the November and February monthly meetings between the Superintendent and Council will include "School Calendar Discussion". The Superintendent shall notify the Council at least ten (10) days before making initial recommendations to the Board and provide the Council with an opportunity to discuss the recommendations. The Superintendent will keep the Council apprised of any additional modifications to the recommendations.

S. Council Representation for Building Principal Interview Committee

The Council President, or their designee, shall be a member of the building interview team/committee for all interviews held for building principals.

ARTICLE 5

Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation of the values of individual personality.

It is the intent of the parties to assure that educators and students enjoy academic freedom in the District in an atmosphere free from censorship and artificial restraints. Academic freedom shall mean the freedom of educators to present instructional materials which are pertinent to the subject and level taught and within the planned instructional program, as determined by normal educator and Administration procedures, and as subject to ultimate approval by the Board of Education. Academic freedom shall also mean that educators shall be entitled to freedom of discussion within the classroom on all matters under study which are relevant to the subject, assuming that this discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to standards of good taste.

ARTICLE 6

Educator Protection

A. Professionalism

Educators, Administrators and Board members recognize the importance of treating each other with professionalism, dignity and respect.

B. Indemnification

The Board agrees to indemnify and protect educators against death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board. If criminal or quasi-criminal proceedings are brought against an educator alleging that they committed an assault and/or battery arising out of their employment, the Board may, when in its sole discretion it judges that the best interest of the District would be served, provide legal counsel for defense at the circuit court level.

There shall be no deduction in salary for time lost as a result of legal or quasi-legal proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

Should an educator be requested to appear as a witness in any legal proceeding resulting from any incident occurring in or arising out of the normal course of the educator's employment, legal counsel to be chosen by the Board shall be made available to the educator for consultation with respect to such anticipated court appearance at the discretion of the Superintendent or the designated Assistant Superintendent. Such requests shall not be arbitrarily or unreasonably denied.

C. Personal Property

If the personal property of the educator is brought onto school premises for instruction or other school related purposes with written approval of the Administration, the educator shall be indemnified at reasonable cost against loss, damage or destruction of such property, not the result of the educator's negligence.

D. Investigations of Complaints Against Educators

Any complaint deemed by any Administrator or Board member to justify investigation shall promptly be brought to the attention of the educator involved and before subsequent action of any nature shall be taken by the Administrator or Board member, the educator shall be provided with the substance of the complaint in writing.

Except in cases of extreme emotional instability or alleged criminal action, when the safety and health of the pupils and/or other person(s) are in jeopardy, no action shall be taken until such information has been supplied to the educator. When deemed appropriate

taken until such information has been supplied to the educator. When deemed appropriate by all parties involved, educator-parent, educator-Administrator educator-parent-Administrator and/or educator-Board-parent, a conference shall be scheduled. The educator or any of the parties to a conference may at their option have representation, as they desire, at any of the above conferences.

E. Legal Counsel

No educator receiving legal aid under the terms of this article shall be required to accept counsel whom they believe to be prejudiced regarding the case in question, provided that the educator may not reject more than two (2) recommendations of counsel. Reasonable efforts shall be made to effect a mutual agreement as to the determination of counsel.

F. Disciplinary Suspension

Any disciplinary suspension of an educator resulting in the loss of pay or any withholding of vertical increment shall be for fair and just cause.

ARTICLE 7

Professional Qualifications and Assignments

A. Orientation and Licensure

Prior to October 15th of any school year, the District shall provide orientation for all educators new to the District in that year.

Except under emergency circumstances, an educator shall not be required to teach outside the limits of their teaching license and major or minor field of study.

B. Notification of Assignments

The Council shall be notified in writing of all educator assignments within fifteen (15) days after the beginning of each school year.

C. Lunchroom Supervision

The District shall make reasonable efforts to minimize the extent to which an educator is assigned more than forty (40) minutes per day of lunchroom supervision as part of their regular assignment.

D. Change in Assignments

Clear criteria for educator assignments shall be disseminated electronically by April 15th of each school year. Any changes to such criteria will be disseminated as promptly as circumstances reasonably permit. All educators will be provided with assignments for the following school year no later than the fourth Friday in May of the current school year. Student needs, enrollment, or staffing may impact educator assignments after this date. If an educator's assignment is to be changed, the educator and DEC President will be notified in writing as promptly as circumstances reasonably permit following the decision to make such assignment change, whenever possible prior to the close of a school term. The affected educator shall be offered a consultation by the appropriate Administrator. If the proposed change is not acceptable, the educator will have the right to resign within thirty (30) days of receipt of notice of assignment change.

E. Notice of Summer Employment Opportunities

A list of known or anticipated professional and non-professional summer employment opportunities shall be posted forty-five (45) days prior to the summer session. Thereafter, additional professional positions shall be posted as they are determined.

ARTICLE 8

Teaching Hours and Differentiated Workload

A. School Day, Work Day and Pupil Contact Minutes

Beginning in the 2017 - 2018 school year, the educator's schedule shall not exceed 1450 classroom pupil contact minutes per week (1490 minutes for Early Childhood unless grant requirement changes make it feasible to go below 1490 and 1680 minutes for Head Start educators unless grant requirement changes make it feasible).

If an educator's schedule does not comply with this Agreement, the educator or Council will notify their building Administrator and/or immediate supervisor by email within two (2) weeks after the start of a trimester or a schedule change. Within five (5) days of notification the parties will meet to review the schedule and make appropriate changes to bring the educator's schedule into contractual compliance. If a solution cannot be determined during the initial meeting, all information regarding the educator's complaint will be forwarded to the Head of Human Relations and the educator will receive compensation based on their hourly rate for the duration that their schedule is out of compliance, beginning from the date of notification. The District will have twenty (20) days to bring the schedule into compliance and inform all parties of the steps being taken to rectify the situation. If the situation will take more than twenty (20) days to resolve, the parties will agree upon a short-term solution.

Educators shall report to work twenty (20) minutes before the start of the student day and shall remain at work a sufficient period after the close of the student school day for consultation with parents and students and other professional obligations.

After school supervision shall be no more than 10 minutes. Any educator(s) who voluntarily provides supervision, if Administration coverage is not available, beyond 10 minutes of the school day shall be compensated at an hourly rate of a track 1 step 1 educator. After the initial 10 minutes, compensation will be calculated in 15 minute increments.

The primary purpose of planning time is to plan and prepare for the academic and socio- behavioral needs of the students.

B. Planning Time

1. Individual Planning Time Activities

Educators may choose from, but are not limited to: preparing materials for lessons, recording and entering student data, reviewing and/or analyzing achievement data and student interventions, preparing, modifying or adapting curriculum and assignments, reflection, grading assessments and student work, reporting or sharing student information or progress, parent communication and preparing for conferences.

2. Team Planning Time Activities

Teams may choose from, but are not limited to: planning ways to build a sense of community and belonging among students and families; planning grade level activities and events; monitoring and responding to student progress; meeting with other school personnel to discuss and use problem solving to meet the needs of students; analyzing and reviewing District assessment data to modify future assessment, curriculum instruction and interventions; addressing District and school priorities; sharing strategies for differentiating instruction; developing and discussing cross-curricular strategies to promote student literacy; planning ways to connect students and curriculum to the community; finding curriculum connections and creating interdisciplinary units; planning ways to flex the team schedule to support learning; and discussing an educational journal article or book chapter and the implications for teaching. The Administration can participate in team meetings and add items to the agenda. There will be no team, Intervention or department meetings the weeks of parent-teacher conferences. Educators may determine if teams need to meet during the week grades are due.

C. Educators' Working Conditions and Responsibilities

1. Head Start Educators

- a. The normal work year for Head Start educators shall be 176 to 180 days unless the parties agree to a different work year length. However, notwithstanding the foregoing, any additional August work days, not to exceed ten (10), may be assigned and will be paid at the Head Start educator's per diem daily rate based upon their work year. Head Start educators will be notified of all summer work days and the return-to-work start date no later than July 1st preceding the applicable school year.
- b. Head Start educators shall report to work by the starting time of the first Head Start class and remain at work until the last Head Start class.
- c. The Head Start educator's daily, duty-free lunch period shall not be less than forty (40) minutes or more than sixty (60) minutes. By majority vote, the Head Start educators annually will have the right to adjust the length of their duty-free lunch period for the following school year, provided it is within the above length parameters and provided that DEC provides written notice of such to the Superintendent by the last day of the immediately preceding school year.
- d. Head Start educators shall receive one (1) daily continuous, unassigned and uninterrupted planning session of forty (40) minutes and one (1) additional daily continuous, unassigned and uninterrupted planning session to run contiguous with their students' physical education

classroom minutes.

- e. Every reasonable effort will be made to provide equivalent planning time during any week in which there is no scheduled planning time for the half- day Head Start educator(s).
- f. Special Education team meetings may substitute the weekly team meetings as directed by the Building Administration or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administration or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administration or designee, and Special Education team lead(s) at each building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Special Education team lead(s).

2. Early Childhood Educators

The educator duty-free lunch period shall not be less than forty (40) minutes per day or more than sixty (60) minutes in such day and shall be scheduled during student lunch periods, if applicable.

Early childhood educators shall be granted a minimum of five (5) forty (40) minutes per week of continuous, unscheduled and unassigned time for the purpose of individual planning.

Early Childhood educators may be assigned to a team. Educators may be scheduled for a maximum of one team planning meeting per week. Each team shall meet for forty (40) minutes to address District and school priorities. Team planning will begin the second week of school and will conclude one week prior to the last week of school.

Special Education team meetings may substitute the weekly team meetings as directed by the Building Administrator or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administrator or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administrator or designee, and Special Education team lead(s) at each building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Special Education team lead(s).

Supervisors will be judicious about the scheduling of meetings during planning time. Every reasonable effort will be made to limit the number of IEP, 504, Intervention Team and RTI meetings for a given educator to once a week.

During District designated parent-teacher conference weeks, early childhood educators shall provide a total of six (6) hours of parent teacher conference

times. Included in the six (6) hours shall be: one block of three (3) hours following regular school hours, two (2) hours following regular school hours, and an additional one (1) hour outside of regular school hours that is determined by the educator. Evening conferences will end by 8 PM and educators shall have a non-attendance day on the day designated for parent-teacher conferences. Within the first week of the school year, building Council representatives shall conduct a vote of building DEC members to determine the date of the three (3)-hour block to be used during the designated parent-teacher conference week. Educators shall provide a schedule of the days and times of the non-three (3)-hour block.

3. K-5 Educators

The duty free lunch period of each educator whose duties require attendance at school for at least four (4) hours in any school day shall in no case be less than forty (40) minutes, but no more than sixty (60) minutes per day. The educator's lunch period shall be scheduled during a regular student lunch period.

The Administration shall meet with Council representatives to review any deviation in planning time and determine whether further Administration action is needed.

In a regular full work week, every full-time K-5 educator shall be granted twenty (20) continuous minutes of unscheduled and unassigned planning time per day. In addition to the twenty (20) minutes of continuous, unscheduled and unassigned planning time per day, full-time K-5 educators will be granted a minimum of five (5) forty (40)-minute periods of continuous, unscheduled and unassigned planning time in every full week (one (1) forty (40)-minute planning period for each of five days). Said period of time shall be exclusive of the regularly scheduled lunch period as provided for in this Article. The Administration shall meet with Council representatives to review any deviation in planning time and determine whether further Administration action is needed.

Team meetings shall be held once a week during one (1) forty (40) minute planning period to address District and school priorities, excluding IEP, 504 and Intervention meetings. A minimum of three (3) meetings monthly shall be planned and led by the educators. A building Administrator may lead up to one (1) team meeting a month. Notification of the meeting by the building Administrator shall be provided five (5) days in advance, with an agenda communicated to the team at least 24 hours in advance of the meeting. Every reasonable effort will be made to limit the number of IEP, 504 and Intervention meetings for a given educator to once a week. Team planning will begin the second week of school and will conclude one week prior to the last week of school. There will be no team or Intervention meetings the weeks of parent-teacher conferences.

Special Education team meetings may substitute the weekly team meetings as directed by the Building Administrator or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administrator or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administrator or designee, and Special Education team lead(s) at each building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Special Education team lead(s).

Specialized Programs (currently RISE and STEP) - Special Education team meetings may substitute the weekly team meetings as directed by the Building Administrator(s) or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administrator(s) or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administrator(s) or designee, and Specialized Program Educator(s) at the building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Specialized Program educator(s).

K-5 Fine Arts educators will not teach more than six (6) classes per day.

K-5 Fine Arts educators regularly assigned to teach at two (2) or more buildings on a regular workday who voluntarily agree to teach a sixth (6th) class per day will receive \$2,500 per trimester. The pay rate will increase by the same percentage whenever the District increases the daily substitute rate.

K-5 Physical Education educators shall be limited to no more than thirteen (13) twenty (20) minute classes per day.

K-5 Physical Education educators regularly assigned to teach at two (2) or more buildings on a regular workday who voluntarily agree to teach an additional class (12 or 13 depending on travel) per day and will be compensated an additional \$1250 per trimester to do so. The pay rate will increase by the same percentage whenever the District increases the daily substitute rate.

All affected K-5 educators shall have input in the scheduling of IEP, 504, Intervention meetings. If a K-5 educator is scheduled for an IEP, 504, or Intervention meeting more than two times per calendar month during the educator's individual planning time, that educator shall receive commensurate release time.

In a regular full work week, K-5 educators who manage caseloads and those educators providing related services shall remain within the contractual classroom pupil contact minutes and shall receive a minimum of one (1) forty (40)-minute block of continuous, unscheduled and unassigned planning time per day. If scheduling the required amount of daily and/or weekly planning

time becomes problematic, the Executive Director of Special Services, or their designee, shall meet with these educators to provide assistance in scheduling planning time and reviewing schedules. Every reasonable effort will be made to address the equitable distribution of caseload minutes within a building. When new students are added to caseloads and significantly impact existing planning time, an informal caseload review will be initiated.

During designated parent-teacher conference weeks, K-5 educators shall provide a total of six (6) hours of parent-teacher conference times. Included in the six (6) hours will be a block of three (3) hours on one (1) evening and a block of two (2) hours on another evening; the additional hour will be outside of regular school hours, as determined by the educator and communicated to the principal. Both evening blocks will be scheduled to end by 8:00 PM, and educators shall have a non-attendance day on the day designated for parent-teacher conferences as long as Illinois law permits. (If Illinois law changes to no longer permit evening parent-teacher conferences to count as a calendar day, the parties will meet to bargain the impact of that change on this paragraph.) Within the first week of the school year, building Council representatives shall conduct a vote of building DEC members to determine the dates and times of the three (3) and two (2) hour blocks.

4. Middle School (Educators of Grades 6-8)

The duty-free lunch period of each educator whose duties require attendance at school for at least four (4) hours in any school day shall in no case be less than forty (40) minutes nor more than sixty (60) minutes per day. The educator's lunch period shall be scheduled during a regular student lunch period.

The regular school day shall consist of ten (10) periods per day. Educators of grades 6 through 8 will not be assigned more than six (6) teaching periods per day. Educators who voluntarily agree to teach an extra period will receive \$2,500 per trimester. The pay rate will increase by the same percentage whenever the District increases the daily substitute rate. No building may have more than 6 educators teaching an extra period within the same endorsement area.

In a regular full work week, every full-time middle school educator shall be granted at least forty (40) minutes of continuous, unscheduled and unassigned time per day for professional preparation. Said period of time shall be exclusive of the regularly scheduled lunch period as provided for in this Article.

In addition to the forty (40) minutes of continuous, unscheduled and unassigned time per day that full-time middle school educators are granted for professional preparation, full-time middle school educators will be provided with an additional forty (40) minutes of continuous team planning time per

day.

Team meetings shall be planned and led by educators. Middle school Building Administrator(s) or designee may schedule up to half of an educator's weekly team planning time to address District/Special Education priorities, including IEP, 504 and Intervention meetings. Every reasonable effort will be made by the building Administrator(s)/supervisor(s) to limit the number of IEP, 504, and Intervention meetings for an educator to once per week. There will be no team, Intervention or department meetings the weeks of parent-teacher conferences.

During designated parent-teacher conference weeks, middle school educators shall provide two (2) blocks of three (3) hours and fifteen (15) minutes of conferences following regular school hours when parent-teacher conferences may occur. Evening conferences will end by 8:00 PM, and educators shall have a non-attendance day on the day designated for parent-teacher conferences as long as Illinois law permits. (If Illinois law changes to no longer permit evening parent-teacher conferences to count as a calendar day, the parties will meet to bargain over the impact of that change on this paragraph.) Within the first week of the school year, building Council representatives shall conduct a vote of building DEC members to determine the dates and blocks to be used during the designated parent-teacher conference week.

5. **Pre K-8 Educators:** defined here as those educators that work/travel across the early childhood, elementary, middle, magnet or specialized school within one day. For those educators:
 - a. Every reasonable effort shall be made to provide sixty (60) minutes of daily planning (forty (40) and twenty (20) minutes of continuous, unscheduled and unassigned blocks of time). If daily planning is not possible, those educators shall be guaranteed no less than three hundred (300) minutes a week in a minimum of forty (40) or twenty (20) minutes of continuous, unscheduled and unassigned blocks of time.
 - b. The duty free lunch period shall be no less than forty (40) minutes no more than sixty (60) minutes per day. The educator's duty free lunch period may be scheduled outside of the regular student lunch periods.

6. **Park Educators**

The length of the student day is six (6) hours and fifteen (15) minutes. All newly hired classroom educators assigned to Park will be required to teach the extended school year at their regular daily rate. All current educators assigned to Park will be provided the opportunity to teach the extended school year program at their regular daily rate for the duration of their assignment to Park School. If the educator accepts the opportunity to teach the extended day

program, they shall provide a signed notice of commitment.

The educator duty-free lunch period shall not be less than forty (40) minutes per day or more than sixty (60) minutes in such day. The educator's lunch period may be scheduled outside of regular student lunch periods. Educator lunch occurs during a structured lesson in which the educator feels comfortable sharing the plans with licensed paraprofessionals (example: structured leisure time), fine arts, independent skills, or physical education (each are forty (40) minutes).

Fine arts may be considered planning time. In every regular work week, educators will get a total of one hundred (100) additional planning minutes per week at a mutually agreed upon time between the educator and the Administrator.

In order to meet the needs of the population and allow for flexibility, Fine Arts shall occur five (5) days a week and shall be scheduled between 30-40 minutes per day. The daily pupil contact minutes will be at least 210 minutes but no more than 240 minutes. Educators will not be assigned more than seven (7) classes per day.

Physical Education shall occur five (5) days a week and may be scheduled between thirty (30) to forty (40) minutes per day with no more than six (6) forty (40)-minute periods per day or seven (7) thirty (30)-minute periods per day.

During designated parent-teacher conference weeks Park educators shall provide a total of six (6) hours of parent-teacher conference times. Included in the six (6) hours will be a block of three (3) hours on one (1) evening and a block of two (2) hours on another evening; the additional hour will be outside of regular school hours, as determined by the educator and communicated to the principal. Both evening blocks will be scheduled to end by 8:00 PM, and educators shall have a non-attendance day on the day designated for parent-teacher conferences as long as Illinois law permits. (If Illinois law changes to no longer permit evening parent-teacher conferences to count as a calendar day, the parties will meet to bargain the impact of that change on this paragraph.) Within the first week of the school year, building Council representatives shall conduct a vote of building DEC members to determine the dates and times of the three (3) and two (2) hour blocks.

All newly hired classroom educators (hired after the 2020-2021) assigned to Park will be required to teach the extended school year with a (ten) 10% salary increase to their respective step/track on the salary schedule to be distributed equally among their paychecks. If an educator transfers out of Park, the ten 10% will be removed from their salary. The above Park School educators will receive one additional day of sick leave and may use their leave days during the ESY program.

Park educators hired prior to 2020-2021 or assigned to Park (ex. related service providers or educators currently teaching in a different building) may apply to teach the Park School extended school year program at their annual daily rate. If the educator accepts the opportunity to teach the extended school year program on a yearly basis, they shall provide a signed notice of commitment annually. These educators will be paid in two checks, similar to the district Extended School Year (ESY) programming.

The contract for Extended School Year (ESY) will include student instructional days for the ESY program and at least one day of orientation.

For 2024-2025, all Park educators hired after 2020-2021, will be compensated 10% of their salary to be paid in 2 checks following the district ESY pay dates.

For 2024-2025, all Park educators hired prior to 2020-2021, will be compensated at their daily rate to be paid in two (2) checks following the district ESY pay dates.

The contract for ESY will include student instructional days for the ESY program and at least one day of orientation.

Special Education team meetings may substitute the weekly team meetings as directed by the Building Administrator or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administrator or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administrator or designee, and Special Education team lead(s) at each building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Special Education team lead(s).

7. Rice Educators

The length of the student day is six (6) hours. Rice Education Center calendar year includes the extended school year programming.

The educator duty-free lunch period shall not be less than forty (40) minutes per day or more than sixty (60) minutes in such day. The educator's lunch period shall be scheduled during a regular student lunch period.

Educators will be granted a minimum of sixty (60) minutes per day, four (4) days per week and a minimum of thirty (30) minutes per day, one (1) day per week of unscheduled and unassigned time for the purpose of individual planning.

Fine arts shall occur a minimum of four (4) days a week and may be

scheduled between thirty (30) to forty (40) minutes per day with no more than six (6) forty (40)-minute periods per day or seven (7) thirty (30)-minute periods per day.

If fine arts must be scheduled on Thursdays, those fine arts educators who are assigned to Rice Education Center on Thursdays shall be allowed to attend staff meetings at their primary location and shall be allowed this same option for early release sessions.

Physical Education shall occur five (5) days a week and may be scheduled between thirty (30) to forty (40) minutes per day with no more than six (6) forty (40)-minute periods per day or seven (7) thirty (30)-minute periods per day.

During designated parent-teacher conference weeks Rice educators shall provide a total of six (6) hours of parent-teacher conference times. Included in the six (6) hours will be a block of three (3) hours on one (1) evening and a block of two (2) hours on another evening; the additional hour will be outside of regular school hours, as determined by the educator and communicated to the principal. Both evening blocks will be scheduled to end by 8:00 PM, and educators shall have a non-attendance day on the day designated for parent-teacher conferences as long as Illinois law permits. (If Illinois law changes to no longer permit evening parent-teacher conferences to count as a calendar day, the parties will meet to bargain the impact of that change on this paragraph). Within the first week of the school year, building Council representatives shall conduct a vote of building DEC members to determine the dates and times of the three (3) and two (2) hour blocks.

Rice Education Center calendar year includes the extended school year programming. Educators assigned to Rice will be required to teach the extended school year with a (ten) 10% salary increase to their respective step/track in the salary schedule. Rice educators will receive one additional day of sick leave and may use their leave days during the ESY program.

The contract for ESY will include student instructional days for the Extended School Year (ESY) program and at least one day of orientation.

Special Education team meetings may substitute the weekly team meetings as directed by the Building Administrator or designee. The meetings will be set at a mutually agreeable time between the Special Education team lead(s) and the Building Administrator or designee, to be held during the school day. All Special Education team meetings shall be planned by the Building Administrator or designee, and Special Education team lead(s) at each building. No more than two meetings a month shall be co-led. All remaining meetings shall be led by the building Special Education team lead(s).

D. Building Assignments

Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. All non-instructional building assignments must be made as equitably as possible among educators within a given building.

E. Traveling Educators

Criteria for determining the assignment of educators who travel among sites will be communicated with each department annually. Every reasonable effort will be made to equitably distribute traveling assignments within each department. The assignments will be reviewed as appropriate.

An educator assigned to more than one building in a regular school day shall be provided between 20-30 minutes of travel time between each building, depending upon the distance and availability of parking. The District shall provide municipal parking placards to educators who are scheduled to travel to more than one (1) building during the regular work day. In the event the municipal parking placards become unavailable the parties will meet to resolve such issue. Travel time for educators assigned to more than one (1) building shall not be considered as planning or lunch time. Travel time shall reduce the number of pupil contact minutes assigned to that educator. A traveling educator shall be scheduled for the same starting and ending schedule. For example, an educator who begins the school day on an early school schedule will complete the school day on an early school schedule.

F. Scheduling Committee

In each school, a committee composed of the principal, a Council building representative, and elected educators shall prepare a plan, which is educationally sound and appropriate, for the purpose of providing educators with equitable and sufficient relief and preparation time insofar as possible.

G. Substitute for Extended Absence

Wherever possible, when the Board knows of an extended absence in advance, it will attempt to find a substitute to be assigned for the entire absence. Upon request, every reasonable effort will be made to provide up to two (2) transition days with the assigned substitute to aid in continuation of instruction surrounding a leave of absence. Every reasonable effort shall be made to secure a long-term substitute for a psychologist who is on an approved leave of absence. If there is no substitute available, any psychologist who completes an initial case study evaluation or re-evaluation will be compensated three hundred twenty-five dollars (\$325) and two hundred dollars (\$200) for the creation of a 504 plan.

H. Substitute Request

A substitute shall be requested for all absences from work for all educators and paraprofessionals.

I. Building Level Substitute Coverage Plan

The building Administration shall develop a list of educators who, for additional compensation, volunteer during their individual planning time, team time or assigned lunch period to provide supervision of students. This list shall be developed by the building Administration each school year and may be modified as necessary as the school year continues. The Building Level Substitute Coverage Plan shall be created and shared with the building educators and the DEC President within the first four (4) weeks of school. The building Administrator shall review, update and communicate with building educators about the plan as needed within the first week of every trimester. If there is a lack of a substitute and no educator on the volunteer list is available to provide supervision of students, then an educator shall have the right to refuse to accept a class or a portion of any class other than their own, except in emergency situations when it is required to provide supervision of students. When practicable, such emergency requests shall be equitably distributed within a building. All educators who provide supervision of students, or when there is no substitute available shall be compensated at a rate of \$225.00 per day prorated among those educators (or 150% of the daily substitute rate if the rate increases from the current rate of \$150.00 per day). This compensation is available to educators who provide supervision during: individual planning time, team time, assigned lunch period, those who accept students into their classroom, when the building Administrator/supervisor deems necessary or when a substitute is not available. An educator who is regularly assigned to caseloads and/or small group instruction and is reassigned to provide substitute coverage shall be compensated similarly to how other educators are compensated.

J. Feedback on Substitutes

A form will be provided by principals on which educators may record their impressions of the conduct of their classes by substitute educators.

K. Use of Substitutes

Substitute educators shall not be used to permanently replace a full-time educator in a regularly scheduled teaching position. Any teaching position that opens within the first sixty (60) school days due to resignation, termination or the Administration decision to create a new position shall be posted and filled with an equivalent time educator.

L. Professional Staff Meetings

The Council and the Board recognize the need for having professional staff meetings.

1. Through the end of the 2025-2026 school year, the principal may schedule only two regular faculty meetings per month between the months of September through May. Faculty meetings shall not exceed seventy-five (75) minutes. Such meetings shall start no later than fifteen (15) minutes after the end of the student school day.

- Only one (1) regular faculty meeting of up to seventy-five (75) minutes shall be held during the months in which Parent-Teacher Conferences occur.
2. Beginning in the 2026-2027 school year, all student attendance Mondays will be early release or late start days for the purpose of engaging in professional learning with staff. Early release/late start professional development shall not exceed seventy-five (75) minutes. Such meetings shall start no later than fifteen (15) minutes after the end of the student school day. During parent-teacher conference week, professional learning shall be educator-directed. If the parties are unable to reach mutual agreement prior to the start of the 2026-2027 school year, the parties shall revert to the prior professional learning schedule in place as of the end of the 2025-2026 school year.
 3. Another meeting may be scheduled when the principal determines that an emergency exists. The District shall post the dates of faculty meetings on the District-wide master calendar by September 15 of each school year. No dates for faculty meetings shall be changed after September 15.
 4. The District-wide master calendar shall be compiled so as to avoid conflicts in scheduling of meetings and to provide appropriate intervals between meetings insofar as practicable.
 5. On the first Tuesday of attendance of each month, Council representatives will be excused from any school-related professional meetings which may be held after the regularly scheduled school day and which may conflict with any Council functions the representatives may wish to attend.

M. Request for Part-Time Status

Educators who wish to be considered to become part-time educators shall so inform their immediate supervisor and submit a written letter to the Head of Human Relations.

N. Timeline for Completion of Report Cards

All educators shall be provided with a minimum of five (5) full school days to complete report cards. Educators shall be notified of all report card revisions by the first day of each trimester.

O. Student Activity Fees

Prior to the end of the school year, educators shall have an opportunity to collaborate regarding the distribution of student activity fee (classroom activity fee) monies for the following school year in a format that is accessible to all educators and provides opportunities for input. Prior to October 1 of the following school year, a copy of the initial budget and criteria used to create the student activity budget in a format that is

accessible to all educators. This communication will include guidelines for how educators shall access funds.

P. Committee Participation

The Board recognizes that participation on committees both within and outside the normal educator workday is voluntary, and that there are multiple avenues to demonstrate evidence of distinguished professional practice.

Q. Field Trip Participation

The Board recognizes that participation in any field trip with students that extends outside the normal educator workday is voluntary and that there are multiple avenues to demonstrate evidence of distinguished professional practice.

R. School Events Beyond Regular Work Day

Participation by educators in school events that occur beyond the regular work day is voluntary, and the Board and the Council recognize that there are multiple avenues to demonstrate evidence of distinguished professional practice.

S. Professional Development Events Beyond Instructional School Day

Educators will be required to attend no more than one (1) focused, District-hosted professional development event which extends beyond the instructional school day per year. This event should not extend more than one hour outside of the normal school day.

T. E-Learning

When e-learning days are called, refer to and follow the D65 e-Learning Plan and Procedures Document.

U. Institute/School Improvement Days

On full-day institute and/or school improvement days (when students are not in attendance) the start and end time will be 8:30-3:00. Educators shall have no less than 60 minutes for lunch which includes travel time.

ARTICLE 9

Teaching Conditions and Staff Facilities

A. Class Size Guidelines

The Board and the Council acknowledge these maximum class sizes as goals (save in experimental or innovative situations), the realizations of which would redound to the educational benefit of the students in the District. The Board will give due consideration to these maximums in its long-range planning. The extent to which progress might be made toward achieving these maximums will, of course, depend on budgetary limitations, availability of educators and necessary funds. When, within a given building, inequities result from team teaching, innovative programming or established agreement between principal and educators, reasonable effort will be made to equalize the number of pupils per class period.

1. Primary (K, 1, 2) = 23.
2. Intermediate (3, 4, 5) = 25.
3. Middle School:
 - a. regular classes = 28
 - b. developmental reading = 14
4. Special Education = as recognized by the Illinois Office of Education for reimbursement eligibility.

The Principal shall meet with the council representatives during the second week in September to review any special problems that require attention. Special problems may include, but are not limited to, the individual needs of the students, the physical space of the classroom, 70/30 compliance, and cases in which the class size is outside of the District's class size guidelines. If necessary, at the conclusion of this meeting, a report of the problem(s) described by DEC and the joint recommendation plan shall be submitted to the Superintendent or designee. The Superintendent or designee shall review each case. These special problem(s) also may be subject for discussion at the monthly meeting between the Superintendent and the Council Executive Committee. The Administrator shall meet with council representatives and the impacted educators in January and March to ensure the specific case (or any new cases) are still relevant and the joint recommendation plan is still effective, relative to the conditions described at the initial meeting. Identified classes with special problems may be eligible for additional support. Support may include (but not be limited to) a co-teacher, coaching, mentoring, professional development, paraprofessional support, and/or the reduction of non-teaching duties or obligations, or other mutually agreed upon solutions.

If, at any time during the school year, the percentage of students with an IEP exceeds 30 percent in a class, educators will receive a copy of any required communication

documenting the 70/30 threshold shared with the state.

Any alterations in present Board policy regarding classroom pupil educator ratios will be preceded by consultation among the Administration, Board and Council before implementation.

B. Additional Days for Educators

In addition to the regular school year specified in Article XVII, Section A2:

1. Kindergarten Educators

All kindergarten educators will be scheduled for two additional days prior to the opening of school for the purpose of conducting parent conferences; and

2. Special Education Educators

Special education and/or resource educators will be scheduled for the day preceding the opening of school for the purpose of student records exchange, planning and program transitions, parent conferences, staff development and other matters that the Administration deems beneficial. In addition, special education and/or resource educators may meet with other educators during this time as required by a student's IEP or 504 plan.

If a Special Education educator needs to delay a starting date of school for a specific child(ren), notification shall be made to and approval obtained by the Director of Special Education.

3. Psychologists

All psychologists will be scheduled for four (4) additional days prior to the opening of school and two (2) additional days at the end of the school year for the purpose of student records exchange, planning program transitions, parent conferences, staff development and other matters that the Administration deems beneficial.

C. Culturally Relevant Materials

The Board and the Council, recognizing the leadership of District 65 in developing and using quality culturally relevant materials, agree to cooperate in the improvement, evaluation and continued implementation of this program.

D. Ordering of Instructional Materials and Supplies

Each instructional staff member shall be given the opportunity to give input into what instructional materials and supplies will be ordered for the following school year.

Educators new to the District shall be instructed concerning the required procedures at the time of the educator's orientation to the building(s).

E. Professional Library

The District shall continue to maintain the current professional library. Such facility shall contain professional reference materials, within reasonable budgetary limitations, appropriate in quality and quantity to District needs. Individual educators, groups and committees of educators are encouraged to make recommendations for acquisitions.

F. Health and Safety

An educator shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

G. Storage of Personal Articles

For all of the buildings to which an educator is assigned, each regularly employed educator shall have access to a desk and a locked facility, which may be a desk, file cabinet, or other suitable space. A space will be provided for storage of coats and personal articles.

H. Work Space

Work space shall be provided for all regularly employed educators who do not have an assigned classroom. An appropriate storage space will be provided and, if necessary, the equipment for transporting tools and supplies. The District will make every reasonable effort to have classrooms ready at least five (5) days prior to the date that educators report for the school year. Principals shall notify educators fifteen (15) days prior to the end of the school year regarding any known or scheduled remodeling or other significant projects that will affect their classrooms during the summer months.

I. Parking Facilities

Existing District 65 parking facilities shall be properly maintained.

J. Cleaning and Maintenance of Facilities and Work Spaces

Educators' lounges shall be properly maintained on a daily basis when school is in session. Educator concerns regarding the cleanliness of their classrooms or other spaces within their buildings shall be reported promptly to the principal for resolution. Within the first two (2) weeks of the start of the school year, the Principal will review the general guidelines with the educators regarding the maintenance to be expected for classrooms, work spaces, bathrooms and other common spaces. The Principals and DEC representatives will review these guidelines as part of their regular meetings throughout the school year.

K. Use of Space for Parent-Teacher Conferences

Where available space does not permit separate conference rooms for parent-teacher conferences, principals shall designate, as scheduling permits, rooms which will be available for this purpose.

L. Board Policy on Student Discipline: Notification, Timeline, Orientation

Prior to the first day of school, the Board will publish and electronically provide the Board Policy on Student Discipline to each educator in the District. Training for educators on the discipline policy shall be provided to all educators a minimum of twice in a school year and will be uniformly provided to ensure that the discipline policy is effectively implemented and equitably applied across the District. Educators who are hired after the beginning of the school year shall be provided with an electronic copy of the Board Policy on Student Discipline upon hire and the training on the discipline policy within thirty (30) days after their employment begins.

M. Complaint Regarding Board Policy 6:30 (Organization of Instruction)

If any educator alleges that with respect to any of their classes there is a substantial, continuing non-compliance with the Board policy on classroom organization (currently Section 6:30 of the Board Policy), the educator may have such complaint processed through the first two steps of the grievance procedure (culminating in the Superintendent's decision) contained in this Agreement. (Article XVIII)

N. Student Supports and Discipline

1. Procedures and Protocols

The Board, Administration and educators agree that fair and effective student discipline is vital to providing an environment in which learning and student achievement may flourish. Such an environment requires high standards of behavior, a culture of learning, and the use of restorative practices. The District has established policies of behavior that align with Illinois School Code in order to promote learning and protect the safety of all students and school personnel. Effective school support and discipline maximizes the amount of time all students spend learning and minimizes the amount of time students cause disruption or are removed from their classrooms due to misbehavior. All parties recognize a shared responsibility to use preventative and non-exclusionary discipline practices as a first step before moving toward further disciplinary action and to agree to follow established protocols to support students in crisis.

The Board and the Council shall establish and maintain an advisory committee in accordance with Illinois School Code-, Student Support Committee. The Student Support Committee will work collaboratively with the Board to develop student support(s) and discipline policies, annually review student support(s) and discipline policies, the implementation of those policies, and any other factors related to the safety of their schools, students, and staff. The Council shall select the educator member(s) of the committee.

Should an individual educator request assistance concerning student discipline, incident (level 3), the building Administrator and/or an assigned designee, as necessary, shall collaborate with the educator to create a plan of action within an agreed upon timeline and according to Board Policy. The action plan will be shared

and communicated with the appropriate educator(s) and/or team within one school day after it is finalized.

After a student crisis incident (levels 4 & 5), and prior to the student being returned to the affected educator's classroom or the student's established daily schedule, the Administrator and/or an assigned designee shall assist with the documented re-entry of the student. The documented re-entry plan will be shared and communicated with the appropriate educator (s) and/or team. The Administrator shall collaborate with the affected educator(s) and/or team to provide support(s) according to Board Policy in order to address said concerns. Every reasonable effort will be made for this collaboration to occur within one school day of the incident.

2. Educator Protection

The Board, Administration and Educators agree that any threat of violence and/or physical violence against an educator is a matter of serious concern.

If an educator is threatened with physical violence or physically harmed by a student, the Administrator shall collaborate with the affected educator to provide support(s) according to Board Policy to address said concerns prior to the student's return to the affected educator's classroom or the student's established daily schedule. Every reasonable effort will be made for this collaboration to occur within twenty-four (24) hours of the incident.

If an educator is threatened with physical violence or physically harmed by a student during the course of their work day fulfilling duties as an educator or sanctioned District 65 event, that educator shall promptly complete an Incident Report and submit it to the Superintendent or their designee. If the educator was injured as a result of the incident, they shall promptly file the Employee's Report of Injury and submit it to the Superintendent or their designee.

When an absence has occurred under this section, the educator shall not have any absence deducted from their accumulated sick leave or personal leave so long as that educator has filed the Incident Report and the Employee's Report of Injury, as necessary. The Administration may require supporting medical documentation for such absences.

O. Work Order Tickets

Work order tickets shall be available to educators to facilitate their request of classroom repairs. Each month the Building and Grounds Department will issue a report on the status of open work orders that are older than thirty (30) business days.

P. Security Video Cameras

The intent of the use of security video cameras is to maintain a safe environment for students and employees. Security cameras will be utilized in a respectful and dignified manner. The primary purpose of security cameras is not for educator surveillance or

monitoring educator conduct or performance. The content of video recordings is confidential and is subject to District policies and procedures and only those people with a legitimate educational or Administration purpose may view the recordings. If the content of any video recording becomes the subject of an educator disciplinary hearing, the educator and the Council may, upon request, have access to any parts of the recording that pertain to the disciplinary hearing. Security cameras will not be located in classrooms, meeting rooms, work rooms, clothes changing locker rooms, restrooms, or employee break rooms. If the District needs to install a camera in a teaching area used by community members in the evening, such as a gym or auditorium, those cameras will be turned off during the school day. No expectation of privacy exists in the areas of surveillance.

Appropriate District personnel in connection with investigation of suspected criminal conduct, security violations, or incidents may review data from the video security equipment. Access to data involving educators will be limited to appropriate Administration personnel and law enforcement agencies. Such review will take place in the office of one of the parties listed above. If review of data inadvertently reveals alleged incidents of educator misconduct, the educator and the Council will be notified in writing if the District intends to investigate the alleged educator misconduct. In such investigations, the Council representative and educator may review the data depicting the alleged misconduct. The educator will have the right to be represented in all investigatory meetings regarding alleged misconduct. Any discipline that may be imposed against the educator shall be in accordance with the applicable provisions of the Professional Agreement.

Notice indicating the use of security cameras will be posted near the front entrance and, if applicable, the parking lot entrance of the building. Educators will be informed of the use of security cameras during New Educator Orientation.

Q. Use of Video and Audio Recording for Educator Professional Development

The District may provide educators with video/audio recording opportunities to enhance professional development and improve instruction. Video/audio recordings will not be used in any part of the evaluation system. The District will provide the appropriate parental release forms to the educator or other proof of parental permission to legally allow for the video/audio taping of students. Educator participation in professional development video/audio recordings will be voluntary. Only the educator will control the storage, use and access to viewing and listening of the recordings. If the recordings are made on District equipment the educator shall have the right to delete the recordings and the District will make no attempt to retrieve deleted recordings.

ARTICLE 10

Reductions in Personnel

A. Notice of Non-Renewal(s) and Staff Reductions

Adequate advance notice of Board intentions to issue letters of non-renewal of contract will be given to the Council, including the opportunity to consult on said action with the Superintendent and/or a Board subcommittee prior to final Board action on issuance of letters.

Before the Board finally implements staff reductions through adoption of the budget, the Board shall make its intentions known to the Council and provide opportunity for submission and consideration of recommendations regarding same.

B. Honorable Dismissal: Notice and Timeline

If removal or dismissal results from a decision of the Board to decrease the number of educators employed by the Board or from discontinuance of some particular type of teaching service, written notice shall be given the educator by registered mail by April 15th together with a statement of honorable dismissal and the reason therefore. In all such cases, the sequence of dismissal shall occur in accordance with Section 24-12 of the Illinois School Code.

C. Major Overall Reductions of Staff

In the event of significant or major overall reductions of staff, the Board's rationale for same will be given to the Council in writing. The general criteria employed by the Board in making decisions on staff to be reduced will also be communicated. Also, the parties understand that overall and specific Board decisions on staff reduction are not subject in any way to the grievance and arbitration provisions of this Agreement. This limitation on grievability shall not affect an employee's right to grievance with respect to the procedures provided in RIF clauses of this contract or if other rights under the contract are violated.

D. Criteria for Honorable Dismissal List

Annually, the District shall establish an Honorable Dismissal List categorized by positions and the groupings defined in Section 24-12 of the Illinois School Code. The Honorable Dismissal list shall incorporate the agreements reached by the Joint RIF Committee, including but not limited to the movement of educators in Group 2 who receive a rating of Proficient or Excellent after receipt of a rating of Needs Improvement into Group 3. Copies of the Honorable Dismissal List shall be distributed to the Council at least seventy-five (75) days before the end of the school term.

Length of continuous service in employment with the District will be measured on the basis of actual, uninterrupted full-time service from the date of the initial active employment. Length of continuous service will not be interrupted by approved leaves of

absence. In the event of a tie on the length of continuous service, the position on the educator salary schedule will be the next determining factor. Higher lateral position on the salary schedule will take precedence over a lower position. Should a tie still result, the educator with the most college credit hours will take precedence.

1. “Uninterrupted” refers to continued employment which has not been severed or more specifically, denotes the fact that the tenured status of the educator has not ceased.
2. Once tenure status has been achieved, voluntary part-time service shall not constitute interruption of continuous service.
3. Once tenure has been achieved, involuntary part-time service shall not constitute interruption of continuous service.
4. That period of time during which an educator is eligible for recall under the provisions of this Agreement shall not constitute interruption of continuous service.
5. Seniority credit will be given for all years of full-time service (for at least 90 days) during any continuous uninterrupted period of active employment. This shall be subject to #11 of Article X, Section D, which provides for pro-rata accumulation of involuntary time service after September 1, 1980.
6. If the Board has any vacancies for the following school year or within one (1) calendar year from the beginning of the following school year, those positions thereby becoming available shall be offered to the educators dismissed under this provision in accordance with Section 24-12 of the Illinois School Code, with the following two exceptions: (1) educators from RIF Group 2 shall have recall rights for any vacancies they are qualified to hold that occur within the period from the beginning of the following school term through February 15th of the following school term; and (2) educators from RIF Groups 3 and 4 shall have recall rights for any vacancies they are qualified to hold that occur within the following two (2) calendar years. They shall be notified of such vacancy by registered or certified mail at their last known address. The educator shall have ten (10) days from the date of notification to inform the Board of whether or not they will accept the position. Failure to respond within this time limit shall constitute waiver of their re-employment rights within the District.
7. These procedures shall not be implemented in such a manner as to impair the operation of any affirmative action program in the District, regardless of whether it exists by operation of law or is conducted on a voluntary basis by the Board. The Council shall receive a written copy of the current District Affirmative Action Program, once it becomes available, by February 1st annually.
8. Once an educator has become tenured, such status shall not be affected by their

voluntary or involuntary assignment to part-time teaching.

9. For the purpose of seniority, only full-time employment (for at least 90 days) shall be counted, except as specified in #11 below.
10. Educators who wish to become part-time educators shall so advise the Head of Human Relations in writing by February 1st.
11. The seniority status of tenured educators reduced to part-time shall not be affected by such reduction, and they shall continue to accumulate seniority on a pro-rata basis beginning September 1, 1980 (For example: teaching two years at half- time would equal one full year of seniority).
12. Recalled educators shall have the accumulated sick leave, salary schedule placement, and seniority they had when honorably dismissed.
13. An educator on recall who declines a full-time position shall be removed from the recall list. An educator on recall who declines a part-time position shall be retained on the recall list.
14. The Council President's seniority shall not be negatively affected by their contractual released time.

E. Criteria for Active Eligible Applicant List

Educators with at least two (2) years of service to the District who are removed or dismissed due to a Board decision to decrease the number of educators employed by the Board or from discontinuance of some particular type of teaching service shall be placed on a list of active eligible applicants.

F. Administration and Non-Bargaining Unit Employees' Return to Bargaining Unit

Administration and non-bargaining unit professional personnel who are assigned to a bargaining unit position shall be allowed to exercise their district-wide seniority for a position for which they are qualified, assuming their seniority entitles them to do so. Such placement shall be effected by the Administrator moving to the classification which results in bumping the least senior bargaining unit member. Further, such professional non-bargaining unit personnel shall be placed on the appropriate Track and Step of the salary schedule on the same basis as any other unit member.

G. Joint Reduction In Force (RIF) Committee

The Joint RIF Committee as defined in Section 24-12 of the Illinois School Code shall meet annually and shall include an equal number of Council representatives appointed by the Council President and Administrators appointed by the Superintendent.

ARTICLE 11

Vacancies, Transfers and Promotions

A. Notice and Posting of Vacancies

The Superintendent or their designee shall have posted on the District's website a notice of all vacancies in promotional positions, and a list of teaching vacancies by school, as these vacancies occur or as they are anticipated. Such notice shall include a statement of minimum qualifications, salary range, and an outline of the duties and responsibilities of the position. No permanent appointment to a promotional vacancy shall be made until such vacancy shall have been posted for at least fifteen (15) days. Additionally, by April 30th of each year, the District shall send an email to all educators reminding them that all known teaching vacancies for the subsequent school year are posted on the District website and providing them with the applicable link.

B. Voluntary Transfer

Any educator may apply for a transfer to another building where a vacancy exists by filing a transfer form with the Human Resources Office. Such forms shall be available in each school building and in the Human Resources Office. The interest and aspirations of the individual educator, as may be indicated on the transfer request form in the designated space, shall be considered in all transfers. After the form requesting a transfer to a specific vacancy has been filed, a meeting with the Head of Human Relations shall be scheduled at the request of the educator. Decisions on transfers will be communicated in writing following the making of the decision.

C. Involuntary Transfer of Probationary Educators

Only after all evaluative procedures have been met may probationary educators be subject to involuntary transfer.

D. Involuntary Transfer

Criteria for involuntary transfer that result in relocating an educator in another building or reassignment of an educator which results in changing an educator's immediate supervisor shall be given to the educator in writing. If a tenured educator feels an involuntary transfer is unjustified, they may have the issue heard by the Board, in executive session, after a conference with the Superintendent. Council representation may be utilized if desired by the educator.

Any educator affected by an involuntary transfer shall be notified immediately and shall be released by the Board from their contract if they so request. Any educator transferred without request shall be granted an interview with the building Administrator for any vacancy which they are qualified to hold.

Criteria for involuntary reassignment within a building shall be provided to an

educator in writing. If an educator alleges that an involuntary reassignment is arbitrary or capricious, they may appeal the issue to the Head of Human Relations.

E. Filling of Vacancies

The Board and/or designees will give due consideration to all applicants from the present staff in the filling of vacancies, including vacancies in promotional positions.

F. Promotional Positions

Promotional positions are defined as those positions paying a salary differential or those which are of an Administration or supervisory nature or both.

G. Release Time Due to Untimely Notification of Assignment

Any educator notified of a change in teaching assignment five (5) district business work days or less before the on-set of that new assignment will receive a full-time substitute for the first two (2) days of the new assignment.

ARTICLE 12

Educator Evaluation

A. Purpose

The parties agree that the primary objective of educator evaluation is to improve the quality of instruction, which includes teaching and implementing the approved District curriculum, instructional programs, and strategies, as well as demonstrating evidence of professional practice and impact on student achievement. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all educators.

B. Designation of Evaluator

The Superintendent or their designee shall specifically designate an appropriate Administrator to be responsible for evaluation of educators within specific buildings or programs.

C. Notification of Evaluator and Procedures

Within four (4) weeks of the beginning of each school year, the Administrator/evaluator shall acquaint each educator under their supervision with building orientation procedures and work expectations for attendance, arrival and departure. Further, the Administrator/evaluator shall advise each educator as to whom shall observe and evaluate their performance, the applicable standards and instruments, and the forms or required documentation shall be active in the evaluation platform. No formal evaluation of classroom duties and responsibilities shall take place until such orientation has been completed. New educators and reassigned educators shall be notified by their Administrator/evaluator of the evaluation procedures in effect. Such notification shall be within four (4) weeks of the first day in a new assignment. The Board and Administration shall discuss with the Council any changes in the evaluation procedures or instrumentation prior to implementation and in ample time for Council input. All formal and informal observations conducted for evaluation purposes will be recorded in the approved evaluation system.

D. Scheduling of Formal Observation

Pre-observation conference, formal observation, and post-observation conference shall be scheduled at a mutually agreed upon time between the evaluator and the educator. The formal observation shall be scheduled within two (2) school days of the pre-observation conference. A post-observation conference shall be held, at a mutually agreeable time, between the educator and the evaluator within ten (10) school days following the formal classroom observation.

E. Restrictions on Formal Observations

The formal observations required under the Professional Agreement and the District's approved evaluation plan will not be conducted during an educator's assignment to lunchroom supervision or when providing substitute coverage for another educator. This restriction will not prohibit conducting an observation in addition to those required under the Professional Agreement nor will it prohibit informal observations conducted in compliance with the Professional Agreement. Educators shall not be penalized on their evaluation tool based on their willingness or unwillingness to volunteer on a building substitute coverage list.

F. Evaluation Protocol

1. Frequency and Timing of Observations for Non-Tenured Educators

- a. Non-tenured educators shall have a minimum of 3 (three) observations (one informal observation and two formal observations) each year until tenure is achieved. The informal observation is to be made at the evaluator's discretion. The first formal observation shall occur before the winter break. The second formal observation shall occur by the end of the school day on the second Friday in February. Both formal observations will be scheduled at a mutually agreeable time for the non-tenured educator and the evaluator; should a mutually agreeable time not be reached, refer to F.1.c.

Any educator hired on or after October 15th will still receive 3 (three) observations; the requirement for scheduling the first formal observation before winter break may be waived.

- b. If a non-tenured educator's evaluation cycle is not formally completed, then their summative evaluation rating from their prior cycle shall remain. If an educator does not have a previous rating, then the educator shall default to proficient.
- c. In the event of an unforeseen interruption or extenuating circumstance surrounding the evaluation process, the DEC President or designee and Superintendent or designee will collaborate on a mutually agreed solution and timing for the evaluation process.
- d. All required components of the evaluation process for all non-tenured educators, including a minimum of 3 (three) observations, two of which are formal observations and one of which is an informal observation, must be completed no later than April 15th. This process is followed each year until tenure is achieved.

2. Frequency and Timing Observations for Tenured Educators

- a. Tenured educators who received an "Excellent" or "Proficient" summative rating on their last evaluation cycle shall be placed on a three-year evaluation cycle,

including a minimum of 2 (two) observations (one formal observation and one informal observation). A tenured educator who earned a “Needs Improvement” or “Unsatisfactory” summative rating in their last evaluation shall be placed on a Professional Development Plan or Remediation Plan, respectively, in accordance with the Illinois School Code.

- b. If a tenured educator’s evaluation cycle is not formally completed, then their summative evaluation rating from their prior cycle shall remain.
 - c. In the event of an unforeseen interruption or extenuating circumstance surrounding the evaluation process, the DEC President or designee and the Superintendent or designee will collaborate on a mutually agreed upon solution for the evaluation process.
 - d. Before the first Friday in May, all required components of the evaluation process must be completed for all tenured educators.
3. Each formal observation shall be a complete period/class, lesson, meeting or session as mutually agreed upon by the educator and the evaluator.
4. Each formal observation report shall be made available to the educator. Educators shall be notified when feedback from a formal observation is entered into the platform.
5. A post-observation conference shall be held, at a mutually agreeable time, between the educator and the evaluator within ten (10) school days following the formal classroom observation; should a mutually agreeable time not be reached, refer to F.1.c.
6. A copy of each formal end of the year written evaluation, which includes the overall rating, shall be given to the educator and signed by the evaluator and educator at the end of the year conference. However, if as a result of this conference the evaluator wishes to change any of the evaluation narrative, the evaluator shall write “Preliminary” on the first narrative and provide the revised narrative to the educator within one week and both the evaluator and educator shall sign the revised document. In that case, only the revised narrative shall be placed in the educator’s personnel file.
7. If the educator feels their formal written evaluation is incomplete, inaccurate, or unjust, within twenty (20) school days after receiving the evaluation, they may put their objections in writing and have them attached to the evaluation report to be placed in their personnel file. A copy signed by both parties shall be retained by the educator.
8. The Administration will identify the primary evaluator for each educator in the District. The primary evaluator shall be defined as the evaluator responsible for rendering the overall evaluation rating of the educator’s performance at year’s end. Nothing herein limits the right of the Board to conduct additional evaluations or utilize other evaluators as may be appropriate during the school year.

G. Informal Evaluation Protocol

1. Each informal observation shall be a minimum of ten (10) minutes and up to thirty (30) minutes. Informal observation feedback shall be recorded in the evaluation platform within 10 school days of the informal observation. Educators shall be notified when feedback from an informal observation is entered into the platform. While pre- and post-observation conferences are not required for informal observations, educators or evaluators can request a post-observation conference.
2. Any informal observations which are to be used to evaluate the educator shall be compiled in writing and discussed with the educator. A copy of the written compilation shall be given to the educator. The Joint Educator Evaluation Committee shall explore and develop informal observation tools.

H. Recommendations Based on Evaluation

The building principal(s)/supervisor shall provide the educator with recommendations and, where feasible and appropriate, assistance to improve the quality of teaching and to eliminate difficulties noted in the evaluation. When a principal/supervisor has a serious concern with an educator's performance, the principal/supervisor will promptly inform the educator of that concern in writing.

Prior to the April 15th deadline, the building principal(s) shall complete a written evaluation report and make recommendations to the Superintendent for each probationary educator. A copy shall be furnished to the educator. The report shall not contain information which has not previously been made known to and discussed with the probationary educator.

The names of educators who receive an "Unsatisfactory" summative rating will be provided to the DEC President or designee. Supporting documentation from observations and the remediation plan components will be provided to the educator and the DEC President or designee. At the conclusion of the educator's remediation plan, the recommendation shall be shared with the DEC President or designee.

I. Notice of Continued Employment

When any evaluation of a non-tenured third or fourth-year educator indicates the possibility that the educator may not be recommended for continued employment, the educator shall be so advised in writing with reasons. The names of non-tenured educators who have not been recommended for continued employment will be sent to the DEC President or designee ten (10) calendar days before being presented to the school board. Supporting documentation from observations and the summative evaluation will be provided to the educator and the DEC president or designee for educators in their third or fourth year who have not been recommended for continued employment.

J. Summary of Summative Evaluation Data to Council

By the last Friday in October the Superintendent or designee will provide the Council President or designee with a summary of the previous year's evaluation data on

professional practice, student growth, and summative ratings disaggregated by departments districtwide, within elementary schools by the following five groups: (1) pre- primary, (2) primary, (3) intermediate, (4) all other, and (5) overall, and within middle schools by core content educators, all other, and overall.

K. Tenured Educator Dismissal

A tenured educator whose services are being considered for termination shall be advised by the Superintendent or their designee of their rights under the Teacher Tenure Act (Sections 24-12 through 24-16 of the School Code).

L. Consulting Educators Criteria and Protocol

The District and the Council agree as follows with respect to the use of Consulting Educators pursuant to Illinois School Code (ILCS5-24A) when developing the District's educator remediation plan.

1. To qualify as a Consulting Educator, an educator must have at least five years' teaching experience, a reasonable familiarity with the assignment being evaluated, and have received an "Excellent" rating in their most recent evaluation.
2. The District shall select the Consulting Educator from a roster of five (5) qualified educators which shall be submitted to the Superintendent or designee by the Council on a timely basis. (If the Council fails to submit such a list on a timely basis the District shall select a qualified educator—whose services shall then be voluntary—to be the Consulting Educator.) If less than five (5) educators are qualified the Council shall submit the names of all qualified educators to the Superintendent or designee. (The District will provide a list of all educators who have the requisite rating, and who agree to permit the District to do so, to the Council.)
3. If the Consulting Educator ceases to be able to perform the consulting educator function the District shall promptly select a substitute Consulting Educator from the roster submitted by the Council—or if no such roster was submitted—from among the other qualified educators. The remediation plan shall continue in full force and effect except that it will be amended by the substitution of the new Consulting Educator.
4. The Consulting Educator shall provide advice to the educator under remediation as to how to improve teaching skills and successfully complete the remediation plan. The Consulting Educator also shall participate in the development of the remediation plan, but the final decision as to the structure and content of the plan as well as the evaluations shall be made by the District. Upon approval of the Superintendent or designee, the Consulting Educator shall be provided with release time as reasonably necessary to observe the educator under remediation in the performance of their duties.
5. The Consulting Educator shall not be engaged to evaluate the performance of the educator under remediation, and no statements of the Consulting Educator shall appear in the remediated educator's evaluation report or in their letters of remediation. The Consulting Educator shall not testify on behalf of the District, the

Council or the educator under remediation, or intervene, during a hearing on the dismissal of an educator, formerly under remediation.

6. Assuming the responsibility and performing the duties of a Consulting Educator will be considered a “District Wide Project” during the year(s) involved for consideration in the track movement process.
7. Each educator who assumes the responsibility and performs the duties of a Consulting Educator shall be paid an additional two hundred fifty dollars (\$250.00) per month for the performance of these duties. This additional compensation shall be paid in pro-rated installments with the educator’s check each calendar month.
8. The Board shall hold the Consulting Educator harmless for any actions taken under the direction of the Board within the scope of their duties as a Consulting Educator.

M. Joint Educator Evaluation Committee Purpose Statement

The purpose of the District 65 PERA (Performance Evaluation Reform Act) Joint Educator Evaluation Committee is to collaboratively review and propose changes or updates to the district’s evaluation plan and the Appraisal Handbook for continuous improvement in alignment with Section 24 of the Illinois School Code. This committee shall be composed of representation from both district Administration and representatives from the District Educators’ Council.

ARTICLE 13

Student Teaching and Practicum Programs

Recognizing the desirability of assisting in the professional preparation of prospective educators, both parties agree to the following procedures for placement and assistance for student teachers. The term student teacher refers to student teachers and practicum students:

A. Cooperating Educator

A cooperating educator shall possess a minimum of a baccalaureate degree and have attained tenure in District 65. They shall supervise only in their field of major or minor preparation. Acceptance of student teacher supervision will be voluntary. A cooperating educator shall hold a valid teaching certificate other than a provisional certificate and shall be selected in accordance with district-wide criteria effective upon adoption by the Board.

B. Supervision

A cooperating educator shall work directly with the college or university program supervisor when they are available. The university supervisor shall be strongly encouraged by the District to include a minimum of three (3) conferences between the supervisor and the cooperating educator during the student teaching term. The supervisor shall be encouraged to assist in developing extensive opportunities for the student teacher to observe and practice the arts and skills of the teaching profession.

C. Scheduling

No student teacher shall be used as a substitute, but any student teacher may be placed in temporary charge of a classroom when the cooperating educator feels this experience is desirable.

D. Partnerships with Colleges and Universities

The Board shall encourage participation in programs with colleges or universities which maintain the opportunity for the university or college supervisor to work closely with District 65 cooperating educators on a regularly scheduled basis.

E. Training Opportunities

Within each school year, each building shall be given the opportunity to train student teachers when sufficient student teachers are available to make such distribution practicable.

F. Stipends

Any stipends and/or scholarship(s) provided to the District as a result of accepting student teachers shall be made available first to educators participating in the program and then on a lottery basis to the entire staff of District 65.

G. Assignment

Reasonable effort will be made to equalize the distribution of student teachers within the District.

H. Information Regarding Placements

The Board will make accessible to a representative of the Council information on student teachers placements.

I. Protection for Cooperating Educators

Universities and colleges providing student teachers to the District shall hold the District and the cooperating educator harmless from any claims and liabilities arising from the student teaching and other clinical experiences.

ARTICLE 14

Special Education Collaborative Initiatives

Educators, Administrators and the Board recognize that mandatory state and federal law govern the provision of Special Services.

A. Joint Planning and Mutual Consultation on New Programs

New special education programs and/or special education classrooms shall involve joint planning and mutual consultation among the educators, building Administrators, and any other affected personnel. Programs should not be implemented without appropriate, required staff development by the District.

B. Information Sharing

Principals shall ensure that educators are provided available information regarding students with an IEP or 504 plan prior to the students' first attendance day. A District 65 student's entry into a regular education classroom from a District 65 self-contained special education classroom will be preceded by a joint planning meeting to which the assigned regular education classroom educator(s) building Administration and special education personnel shall be invited. The meeting shall be convened by the student's case manager to provide for and/or plan training regarding the student's particular needs. To the extent possible, any training needs that are determined by the student support team shall be provided within thirty (30) days after the student has started.

The case manager and other appropriate personnel will consult with educators providing services to students with IEPs and 504 plans. Should concerns arise, the educator maintains the right to convene an IEP Review and 504 Review.

C. Consideration for Placement

When the IEP calls for a student's participation in any classroom, support will be provided in accordance with the student's IEP goals. Special consideration will be given to reduce the class size and/or by providing a paraprofessional.

Principals shall make every reasonable effort to create balanced classrooms and shall consider the licensure and experience of educators when placing students with special needs.

D. Educator Access to Equipment and Materials

When the student's IEP calls for adapted educational equipment, that equipment will be provided by the District special education personnel. When the student's IEP calls for adapted learning materials the development of those materials shall be coordinated by the District special education personnel. Such coordination shall include input from regular and special education educators. Appropriate instructional materials will be made

available to (or ordered for) the educator(s) within a two-week period from when the need is identified.

E. Release Time for Collaboration

Special education self-contained classroom educators shall receive ½ day release time during the school year to enhance ongoing communication with the applicable regular education educators.

A substitute will be provided to each building one full day per trimester for the exclusive purposes of collaborative planning regarding curricular instruction and adaptations/ modifications between special education educators and general education educators who co-teach students with IEPs.

F. Limitations

Every reasonable effort will be made to limit the number of grade levels and content areas for non-self-contained special education educators.

G. Work Load for Special Educators

Title 23, Section 226.735 of the Illinois Administrative Administration Code requires that the District develop, in cooperation with the Council as the exclusive representative of the District's affected employees, and adopt a plan specifying the limits on the workload of its special educators so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the level of intensity specified by the IEP.

ARTICLE 15

Leaves

A. Sick Leave

Each full-time educator shall be entitled to a total of twelve (12) paid sick leave days per school year. Part-time educators are eligible for a percentage of twelve (12) paid sick leave days that is equal to their part-time status. The amount of paid sick leave days for all educators hired after the start of the school year will be prorated based on their start date. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. The immediate family for purposes of this section shall include: parents, spouse, civil union spouse, domestic partner, sibling(s), children, grandparents, grandchildren, in-laws, and legal guardians. Sick leave taken because of serious illness in the immediate family or household shall not exceed thirty (30) school days in any school year. Special exceptions may be made by approval of the Board of Education. Such sick leave shall also apply to paid extra duties during or after the school day.

Up to sixty (60) sick leave days may be used for paid leave for parental leave as a result of a birth or adoption or placement for adoption and the acceptance of a child in need of foster care. The District may require the educator to provide evidence of the birth or that the formal adoption process is underway.

The District may require a physician's certificate as a basis for pay during sick leave after an absence of three (3) days, or as it may otherwise deem necessary.

After the conclusion of each school year in which a tenured educator uses less than five (5) sick days, they shall accrue one (1) additional sick day for each unused sick day below the twelve (12) that the educator was allocated for that school year. This same benefit shall be available to non-tenured educators who become tenured educators in the District, except that they shall not actually accrue the additional sick days for school years in which they used less than five (5) sick days until they become tenured.

B. Sick Leave Bank

1. The Board of Education, in cooperation with the Council, has established a Sick Leave Bank. All employees covered by the Professional Agreement are eligible to participate.
2. The Administration will Administer the Sick Leave Bank. The Executive Board of the Council will function as an advisory board in matters that concern the policies and the Administration of the Sick Leave Bank.

3. Each new eligible employee will donate one day of their sick leave with the Board contributing an equal number to the Bank at the beginning of the school year. The necessity for further contributions will be reviewed annually.
4. The intent of the Sick Leave Bank is to provide extended sick leave to those members who incur a major illness or major disability.
5. In order to be eligible to draw from the Sick Leave Bank an employee shall:
 - a. be a member of the Council bargaining unit;
 - b. present a doctor's certificate of a continuing illness;
 - c. have used all the employee's accumulated sick leave;
 - d. have been absent twelve (12) consecutive school days prior to each usage due to a major illness or major disability which is unrelated to any previous usage;
 - e. be limited to drawing from the Sick Leave Bank until they become eligible for disability insurance benefits as provided by the District or the State of Illinois Teacher Retirement System, whichever is sooner.
6. Persons withdrawing days from the Sick Leave Bank will not have to replace those days, except as a regular contributing member to the Bank.
7. At the time of retirement, a member of the Sick Leave Bank may withdraw from the Sick Leave Bank a number of days equal to their contribution to establish the necessary days accumulation for retirement benefit purposes.
8. If the number of days in the Sick Leave Bank becomes less than fifty (50) percent of the total participation membership, the advisory board may request additional contributions by members and matching contributions by the Board of Education during the school year.
9. A retiring bargaining unit member may contribute a maximum of one hundred seventy-five (175) unused sick leave days to the Sick Leave Bank in their final year of employment with the District.

C. Personal Leave Days

Each educator shall be granted two (2) personal leave days per school year, at full pay, for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during work hours. Except in cases of emergency, the educator must provide forty-eight (48) hours' notice. If it is necessary to use personal leave days, every reasonable effort will be made by the educator not to use more than one (1) personal leave day in a trimester. Educators who seek to use a second personal leave day in a trimester, or who have attendance issues, may be asked for the reason for the need to take a personal leave day. Personal leave days shall be non-cumulative; however,

unused personal leave days will accumulate as sick days. In addition, each educator may use a maximum of three (3) accumulated sick days, if available, as personal leave days after two (2) personal leave days are exhausted.

The following uses of personal leave days will be considered special requests:

- i. Days immediately preceding or following a legal holiday or school recess,
or
- ii. Use of a sick day as a personal leave day

Special requests must be submitted in writing to the building Administrator or immediate supervisor as soon as possible, with at least one (1) week's notice, except in cases of emergency. When reviewing such special requests, building Administrators or immediate supervisors shall consider such factors as impact on students, programs, and the school community, the educator's attendance record and the timing of the request. If a special request is denied by the building Administrators or immediate supervisor, the educator may ask to have their initial request reviewed by the Head of Human Relations.

D. Workers' Compensation

Absence due to duty connected injury, verified by appropriate medical evidence, shall not be deducted from the educator's accumulated sick leave, rather, such employees will receive workers' compensation in accordance with Illinois law.

E. Bereavement Leave

1. Funeral leave up to three (3) days at full pay shall be granted for the death of a member of the educator's immediate family as defined in Paragraph A. of this Article, a member of the educator's household, or a member of the educator's domestic partner's immediate family.
2. Educators are also eligible for additional Family Bereavement Leave as written in Board Policy 5:250 as governed by the Family Bereavement Leave Act.

F. Unpaid Parental Leave

Unpaid parental leave may be granted to tenured educators one year at a time for a period not to exceed two years from date of leave. Factors which the Board will consider when deciding whether or not to grant or extend a leave include length of service, performance, and extenuating circumstances. In consideration for granting a long-term, unpaid parental leave, the employee shall provide the Head of Human Relations a written statement of their intention to return to the employment of the District. This written statement shall be received by February 1st of the school year for which the leave is granted. Failure to so advise the Head of Human Relations by February 1st of intent to return as requested by this policy shall be treated as an election not to return to employment and as a voluntary resignation from the District. An employee returning from long-term, unpaid parental leave due to maternity will provide the Head of Human Relations a certificate of physical fitness from an Illinois licensed physician prior to resuming her assigned duties.

The Board shall reserve the right to withhold the date of resumption of employment until the beginning of the school year following the written notification of the intent to return.

An employee granted unpaid parental leave who has completed at least ninety (90) days of the school year prior to said leave shall be considered to have completed a full year for purposes of any applicable advancement on the salary schedule. Beginning in the 2017-2018 school year, any employee who is granted unpaid parental leave under this provision may maintain group health insurance coverage by paying to the District before the end of the preceding month the total cost of that insurance.

An employee desiring unpaid parental leave as a result of becoming an adoptive parent shall notify the Head of Human Relations in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Head of Human Relations of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Head of Human Relations informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.

G. Family and Medical Leave

An eligible employee may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period as set forth below.

1. An eligible employee is one who has been employed by the District for the past 12 months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.
2. The circumstances under which an approved leave may be taken are as follows:
 - a. upon the birth of the employee's child;
 - b. upon the placement of a child with the employee for adoption or foster care;
 - c. when the employee is needed to care for a child, spouse, parent, or parent-in-law who has a serious health condition;
 - d. when the employee is unable to perform the functions of their position because of a serious health condition; or
 - e. upon any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on covered active duty.

A serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment by a physician. Twenty-six (26) workweeks of leave are available to eligible employees during a single twelve (12)-month period to care for a covered servicemember with a serious injury or illness if the employee is the service member's spouse, child, parent or next of kin.

3. If an employee has accrued paid sick or personal leave which applies to the reason for the desired leave, such leave must be exhausted before the District will grant unpaid leave under this provision. Use of paid sick leave while on Family and Medical Leave must meet the criteria defined in Paragraph A of this Article labeled "Sick Leave". Any such use of that leave or of unpaid parental leave also shall be considered family and medical leave and will be deducted from the twelve (12) week-total available under this section and the Family and Medical Leave Act.
4. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice in writing at least thirty (30) days prior to the start of the leave or, if these events require leave to begin in less than thirty (30) days, or if the need for the leave is not foreseeable, as soon as practicable. An educator out on FMLA parental leave who desires to take an Article XV, Section F unpaid parental leave for the remainder of the school year must submit a written request to the Head of Human Relations no later than four (4) weeks prior to their expected return to work date from the FMLA parental leave.
5. The District may require medical certification to support a claim for leave for the employee's own serious health condition or to care for a seriously ill child, spouse, domestic partner, or parent. For the employee's own medical leave, such certification must include a statement that the employee is unable to perform one or more essential functions of their position. For leave to care for a seriously ill child, spouse, domestic partner, or parent, such certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the District may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the District, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the District and the employee.
6. When an employee requests a leave near the end of an academic term, the District may require the employee to continue the leave until the term is over if:
 - a. the leave begins more than five weeks before the end of the term, will last at least three weeks, and return will occur during the final three weeks of the term; or
 - b. the leave, taken for reasons other than the employee's own serious health condition, begins during the last five weeks of the term and will last more than two weeks; or the leave, taken for reasons other than the employee's own serious health condition, begins during the last three weeks of the term and will last more than five working days.
7. Any employee who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the District before the end of the preceding month their applicable contribution to the cost of that insurance. If the employee maintains such coverage, the District will continue during the leave period to make any contributions it would otherwise make pursuant to other provisions of this Agreement. If the employee elects not to return to work upon completion of an unpaid leave, the District may recover from the employee the cost of such payments

made by the District, unless the employee's failure to return is for reasons beyond their control.

H. Temporary Illness or Temporary Incapacity

Temporary illness or incapacity is any illness or other incapacity which renders an employee physically or mentally unable to perform assigned duties. This shall include actual disability due to illness, accident or resulting from pregnancy or childbirth. During the period of disability, the employee is entitled to their accumulated sick leave, provided that income received by the employee from other sources, such as workers' compensation or District funded income protection or disability programs, will be deducted. It is the District's intent that the employee who is temporarily disabled shall not receive more than one hundred percent (100%) of their gross salary.

Accrued sick leave will be deducted in direct proportion to the District's payment of such benefits.

After one hundred eighty (180) consecutive school days of temporary illness or incapacity, such disability shall be considered a permanent disability. A permanently disabled employee who is unable to perform their job may be terminated in accordance with the Illinois School Code and applicable federal law.

I. Sabbatical

Sabbatical leave may be granted to educators at the option of the Board. Leaves shall be granted for a period of at least four (4) months, but not in excess of one (1) year, for resident study, research, travel or other purposes designated to improve the educator's effectiveness in the school system. Such leave shall be subject to the following conditions:

1. Eligibility.
 - a. An applicant must possess a valid teaching license and must have completed six (6) consecutive school years of full-time teaching service in the District. Any leaves of absence granted by the Board shall not be considered as an interruption of the consecutive years of service requirements, and such leaves shall be counted in the total.
 - b. Applicants shall not have received a sabbatical leave during the six (6) years immediately preceding application.
2. Application.
 - a. Application for leave under this section shall be presented to the Head of Human Relations on or before January 15th of the current school year.
 - b. The application shall be accompanied by a plan for the utilization of such leave and such other information as shall be required by the Head of Human Relations

3. The Head of Human Relations shall present a list of eligible applicants for leave.
 - a. By February 15th of each year, the Head of Human Relations shall forward to the Council President a list of all educators who have applied for sabbatical leave.
 - b. By May 1st of each year, the Council President shall receive a list specifying which applications for sabbatical leave have been approved and which applications have been denied.
 - c. When an applicant's request has been denied, the applicant shall receive a written explanation of the reasons for denial.
4. Other Provisions.
 - a. An educator shall be paid according to provisions of the School Code.
 - b. The educator shall continue to receive the fringe benefits granted to staff members currently teaching full time.
 - c. Payroll checks shall be mailed on or before the regular pay days to an address filed with the Payroll Office.
 - d. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the annual full-time salary rate under which the member last received earnings immediately prior to the leave, or shall pay a proportionate part of such rate for a partial year of sabbatical leave credit.
5. General Provisions.
 - a. Each recipient shall agree to return to service in the District upon termination of the sabbatical leave and to continue such service for a period of one (1) year, unless disabled or terminated by the District for cause, a reduction in force, or by mutual agreement. A signed agreement shall stipulate that if the educator fails to return, they shall reimburse the District the salary paid to them while on leave or a proportionate part of this salary as determined by the fraction of the unfulfilled obligation.
 - b. A sabbatical leave recipient may not deviate from their approved plan except by written permission of the Board or its designee.
 - c. Sabbatical leaves may be terminated if the recipient is placed on probationary status by their college or university.
 - d. Falsification of information supplied by the educator in their application may terminate the leave.

- e. The recipient of sabbatical leave shall advance on the salary schedule as if regularly employed and, if possible, they shall be reassigned to their former position or to a comparable position.

J. General Unpaid Leave

A leave of absence of up to two (2) years without pay may be granted to any tenured educator, upon application, for the purpose of participating in:

1. exchange teaching programs in other states, territories, or countries;
2. foreign or military teaching programs;
3. Peace Corps, Teacher Corps, Job Corps as a full-time participant;
4. cultural travel, work, study, or other programs related to their professional responsibilities; or
5. extraordinary reasons—at the sole discretion of the Board. (Step will not be included for this reason.)

The educator will not advance steps on the salary schedule for the time period on leave. Any such unpaid leave may be extended on a year-to-year basis upon mutual agreement between the educator and the Board.

Beginning in the 2017-2018 school year, any employee who is granted unpaid leave under this provision may maintain group health insurance coverage by paying to the District before the end of the preceding month the total cost of that insurance.

K. Military Leave

The Board, in granting military leave to educators, will comply fully with applicable state and federal statutes and regulations.

L. Unpaid Public Office/IEA-NEA Leave

A leave of absence without pay shall be granted to any educator upon application, for serving in an elected public office or as an officer in IEA or NEA to the extent necessary for such activities for a period not to exceed one term of that office. Upon return from such leave, the educator shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period. The educator shall advance the number of steps on the salary schedule equivalent to the time on leave for a period not to exceed one term in office.

IEA/NEA elected officers for whom the District receives reimbursement from the IEA/NEA for released time shall be entitled to the necessary days to perform their duties upon the recommendation of the DEC president and approval of the Superintendent.

M. Jury Duty

The Board shall pay the regular salary to staff members called to serve as jurors or subpoenaed to appear before legal and Administration proceedings as witnesses.

N. Unpaid Council President Leave

The Administration will make a good faith effort to cooperate in providing to the Council President sufficient time, either one-half or one full-time equivalency (regularly scheduled) for discharge of Council responsibilities. The Board shall pay for the Council President's benefits during such leave as if they were teaching. The released time program for the Council President must be wholly compatible and consonant with:

1. The nature of the President's specific assignment and work within the District;
2. The necessity for continuity of instruction and the other educational needs of the students involved;
3. The need for articulation, communication and "overlap" between the Council President and any regularly scheduled substitute or second educator appointed to share the President's class;
4. The need for the Council President to continue to participate fully in faculty meetings and other school events despite the released time program.

In consideration of the District paying for the school year salary (including TRS), and benefits of the Council President, the Council shall pay to the District the salary (including TRS) of a Track II, Step 1 Educator divided into three (3) equal installments in October, January and April. The Council also will pay the District rent for the office of the Council President eight dollars (\$8.00) per square foot per year.

O. Council Negotiating Team Leave

The Council shall be granted release time equal to three (3) regular school days for each member of the Council's negotiating team. Use shall be at the discretion of the Council. The Council shall pay for the cost of substitutes for staff members using Council release time. The Council agrees to supply names of the persons and dates for Council release time to the Head of Human Relations and to each building principal affected at least twenty-four (24) hours prior to such leave.

P. Professional Development Leave

1. Each building shall receive one (1) professional day for every four (4) educators assigned to the building or department, plus one additional day. Days will be granted on:
 - a. the value of the request to the District;
 - b. the value of the request to the school and its program; and
 - c. the number of days already granted to a school or department.

2. The principal and/or supervisor will be responsible for granting professional days to educators assigned to their building or department. The principal or supervisor will:
 - a. post allocation for building or department; and
 - b. keep records of days allocated and amounts expended.
3. A running tally of professional day totals will be provided to the Council. The tally will be provided at the end of each trimester, by school and without reference to individual educators.
4. Professional days shall not be counted for the outdoor education program.

ARTICLE 16

Joint Committees

A. Joint Committees

The following committees shall be implemented and maintained:

- Track Movement Committee
- Staff Development Committee
- Educator Evaluation Committee
- Special Education and Inclusion Committee
- District Equity Leadership Team
- Student Support Committee
- Stipend Review Committee

There shall be continued educator representation on the above-established committees. The Council and Administration will collaborate on committee appointments.

B. Establishment of Other Committees

This article shall not prohibit the establishment of other committees to study and make recommendations on topics and problems of concern to the District. These committees may be composed of Board members, Administration Staff, Council members, or others as may be appropriate. The Council shall appoint at least one representative to committees referred to in this Article which have any educator representation.

C. Authority of Committees

The committees cannot change the terms and conditions of this Agreement without approval of the parties.

ARTICLE 17

Professional Compensation and Related Provisions

A. Supplemental Policies

1. Credit for Prior Equivalent Experience

Educators shall be given full credit for teaching experience outside of the District not to exceed six (6) years, upon Board approval of this contract.

2. Salary Schedule and Length of Educator Work Year

The salary schedule shall be as set forth in Appendix "A" which is attached to and incorporated in this Agreement. Such schedule shall be based on a 180 school day calendar as negotiated by the Board and the Council.

3. Daily Rate

A differential for each day of school before and after the regular school year shall be paid by the District. This daily rate shall be 1/180 of the educator's annual salary exclusive of extra duty compensation. This provision shall not apply to summer school or summer curriculum employment.

4. Master's Degree and Track Movement from I to II

Upon receipt of verification of a Master's Degree by the Head of Human Relations Master's Pay (Movement from Track I to Track II) shall be granted at the start of the next trimester. The updated salary will be reflected starting with the first pay period of the new trimester.

5. New Educator Orientation

In addition to the normal work year, newly-hired educators may be required to attend up to seven (7) days of orientation/in-service prior to the beginning of the school term, for which they will be paid \$75.00 for each day attended. Newly-hired educators may also be required to attend four follow-up, after school orientation/in-service meetings during the school year. Such meetings shall not extend beyond 5:30 p.m.

6. Mentoring

Newly licensed educators and educators new to the District will be assigned a mentor and be a part of a mentoring program. Additionally, current district educators who make a significant change in position will be assigned a mentor upon request. Every reasonable effort will be made for educator mentor candidates to be tenured and have successfully taught in the position of the person they are mentoring. Only educators who volunteer will be initially considered for selection to serve in educator mentor

positions. Building principals will create a list of volunteers who meet jointly to establish criteria before the end of the school year. Building principals will use the list to connect a new educator with their designated mentor. Building principals will create a list of volunteers who meet jointly established criteria before the end of the school year. Building principals will use the list to connect a new educator with their designated mentor. If a qualified volunteer educator cannot be found to be a mentor, the District will work with the Council to assign a qualified educator. Educator mentor compensation is shown in Appendix E.

Service as a mentor will be limited to two (2) school years, subject to reassignment after a two-year (2) break, unless a mentor who has successfully taught in the position is not available.

Mentors will be supplied with a list of all meeting dates and a list of responsibilities no later than ten (10) days prior to New Educator Orientation. Notification of mentor assignments will be made no later than August 10th of each school year or as soon as practicable following the hiring of new educators.

Notification of mentor assignments, meeting dates, and list of responsibilities will be made no later than the 2nd Friday in August of each school year or within two weeks following the hiring of new educators. Building Administrators must have solidified a mentor for each new educator by the end of the first week of school.

The mentoring program will be integrated into the Joint Staff Development Committee and will undergo an annual review as part of the committee's responsibilities. By the end of the 2024-2025 school year, the Joint Staff Development Committee will create a Mentoring Framework that will be implemented in the 2025-2026 school year.

7. Psychologists

Newly hired psychologists will be placed on Track III, Step 9 of the salary schedule. Psychologists shall be given full credit for similar experience outside of the District not to exceed nine (9) years.

B. Part-Time Tenured Educator Compensation

Part-time tenured educators shall be entitled to a proportionate share of salary, fringe and leave benefits commensurate to the amount of time employed. (e.g. - A two-thirds educator shall be entitled to two-thirds of salary, fringe and leave benefits.) It is understood that Article VIII is not applicable to part-time educators.

C. Mileage

1. Educators shall be reimbursed at the IRS allowable rate per mile for all approved mileage to perform assigned duties within the District.
2. Educators shall be reimbursed at the IRS allowable rate per mile for all approved

mileage to perform assigned duties outside the District. In addition, all toll road, toll bridge and parking charges so incurred shall be reimbursed in full, provided that receipts are submitted.

3. Educators shall be reimbursed at the IRS allowable rate per mile for all approved mileage to attend professional meetings related to instructional growth in or out of the state. In addition, all toll road, toll bridge and parking charges so incurred shall be reimbursed in full, provided that receipts are submitted.

D. Pay

The following procedure will apply:

Educators shall be paid by direct deposit on the 15th day of the month, except as set forth below. The first paycheck shall be issued on September 10th (unless it falls on a weekend, in which case the first paycheck will be issued on the following Monday). Newly hired educators who attend all orientation days will receive a paycheck (not direct deposit) for their orientation days on August 30th.

Before the School Board establishes a first attendance day for all educators earlier than the 20th day of August, the District and DEC will meet to resolve the impact on the educator's first paycheck.

Educators shall be notified as to the first payroll date for the following school year no later than the 30th day of May. The "June 15th" paycheck will be paid on the earlier of June 15th or the last day of the school year (unless the last day of the school year is in June but earlier than June 6th, in which case the "June 15th" paycheck will be issued on June 6th). If the last day of the school year is in May, the "June 15th" paycheck will be paid on May 30th. The first paycheck normally will not include any changes that are not properly submitted at least fifteen (15) business days prior to the start of the school year, and normally will not be issued to educators who have not been hired and submitted all of their personnel/payroll paperwork at least fifteen (15) business days prior to the start of the school year.

Educators will have the option of being paid twice per month if they so notify the Head of Human Relations in writing by July 1st. (It will be assumed from year-to-year that an educator wishes to continue the manner in which they are paid unless the educator provides the Head of Human Relations with a written change request by July 1st.) Educators also will have the option of being paid on a (twelve) 12-month basis rather than a (ten) 10-month basis. However, in order to be paid on a (twelve) 12-month basis, educators must file such a written request with the Head of Human Relations by July 1st. (Once again, it will be assumed from year-to-year that an educator wishes to continue the manner in which they are being paid unless the educator provides the Head of Human Relations with a written change request by July 1st.)

If a regular pay date during the school term falls on a day when school is not in session, educators shall receive pay on the last day school is in session prior to the regular pay date.

E. Final Pay

Any balance in the Board's contractual salary, due to an educator not returning to the District, shall be paid on the last day of the school term, unless otherwise provided by the written consent of the educator.

F. Payroll Deductions—General

Any DEC approved deduction may be added provided there are twenty-five (25) enrollees.

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

1. A Board approved Section 403b/457 plan, and other tax sheltered annuities provided that the annuity company signs the applicable third party Administrator or District information sharing agreement.
2. Hospitalization Premiums.
3. Credit Union Transactions.
4. Life Insurance Premiums.
5. Dental Plan Premiums.
6. Commuter Benefits

G. Payroll Deductions—Council

Payroll deductions for Council, IEA and NEA dues shall be made on an authorization form supplied by the Council. Such authorization shall remain in effect from school year to school year unless revoked by notice to the Business Office in writing, between June 1st and September 1st of any year. Copies of all revocation requests received by the Business Office will be forwarded with due dispatch to the Council. Upon termination of an educator's employment before the end of any given school term, deduction will be made of all Council dues owing to the end of the school year from the last paycheck given the educator. (Notice of this educator's commitment to pay dues to the end of the school term despite mid-year termination will appear on the face of the authorization form supplied by the Council.)

H. Summer School, Summer Curriculum and Other Committees

The summer school salary shall be \$3,800.00 for the six-week period. If the summer school work day of any educator is scheduled by the Board to exceed the normal regularly scheduled summer school day and state reimbursement for such extended program exceeds the applicable salary stated above, the educator shall receive additional prorated compensation not to exceed the level of state reimbursement. Summer curriculum and other committees organized for the summer shall receive the same amount of pay as those employed in the summer school. Payment for these services shall

be made in two payments, one prior to June 30th and the final payment in July.

Student Contact Hours (\$2300 maximum)	Orientation (\$420 maximum)	Daily Planning	Professional Responsibilities	Gross Pay
\$2300	\$400	\$700	\$400	\$3800

I. Military Service Credit

All educators who inform the District when they are hired that they have served in the United States Armed Forces shall receive up to a maximum of two years of service credit on the salary schedule for such service, provided they have received an honorable discharge and that their total pre-District service credit does not exceed 10 years.

J. Service Recognition Packages and Severance Payment

To be eligible to receive one of the following categories of Service Recognition Packages educators must be at least fifty (50) years of age and have completed at least the equivalent of fifteen (15) years of full-time service to District 65.

Eligibility for a Service Recognition Package does not require eligibility for a TRS or IMRF annuity.

Category 1: Service Recognition Award	Article XVII, section J, 1
Category 2: Service Recognition Award plus Sick leave payout above TRS/IMRF maximum	Article XVII, section J, 2
Category 3: Service Recognition Award plus Sick leave payout above TRS/IMRF maximum plus Service Recognition Severance Bonus to be paid after final paycheck from the district.	Article XVII, section J.3

To be eligible for a Tier I TRS annuity, an educator must be at least fifty-five (55) years old and have twenty (20) years of creditable service. To be eligible for a Tier II TRS annuity, an educator must be at least sixty-two (62) years old and have ten (10) years of creditable service. To be eligible for a Tier I IMRF annuity, an educator must be at least fifty-five (55) years old and have at least eight (8) years of service credit. To be eligible for a Tier 2 IMRF annuity, an educator must be at least sixty-two (62) years old and have

at least ten (10) years of service credit.

To be eligible for either Service Recognition Award, an educator must be at least fifty (50) years old and have at least the equivalent of fifteen (15) years of full-time service to District 65 in TRS/IMRF creditable roles. Additionally, separation shall not cause the Board to pay any penalties to TRS/IMRF resulting from creditable earnings increases in the four (4) years used in calculation. To avoid penalties to TRS/IMRF, portions of the Service Recognition Packages may be paid into a non-elective qualified retirement tax deferred plan (403b/457) fourteen (14) days after the educator's final paycheck. Eligibility for a service recognition option does not mean that the member is eligible for their TRS annuity. To be eligible for a TRS annuity, the member must be at least fifty-five (55) years old and have at least twenty (20) years of full-time service to the District.

1. Service Recognition Award

Educators with at least the equivalent of fifteen (15) years of full-time service to District 65 will receive twice the highest daily sub rate times years of service to be paid as a bonus within fourteen (14) days of separation. This amount shall not go below the FY 2019 daily sub rate of \$125 x 2 or \$250 per year of service.

2. Sick Leave Payout

All tenured educators who are laid off or who separate from the District and don't return in the following school year, will be given a Service Recognition Stipend of the highest daily sub rate (for FY 2019 - \$125) for each day of unused accumulated sick leave up to a maximum of (one-hundred) 100 such days approximately two weeks after their last day worked and their receipt of their last regular paycheck. For educators, any such reimbursed days must represent unused sick leave in addition to the (three hundred forty) 340 days (up to 240 days for IMRF) that an educator may wish to apply to the applicable State retirement system. The District will pay out up to the maximum limit allowed by law for creditable service in the educator's final year of service, and any additional amounts over the salary limit will be paid in the following fiscal year after the final service credit has been reported to TRS/IMRF. This shall be in accordance with TRS/IMRF rules. Educators may elect to receive a monetary payout or deposit into a tax deferred qualified account after the final paycheck. Excess sick day contributions shall not result in a TRS/IMRF liability for the Board.

3. Service Recognition Severance Bonus Plans

Eligible educators who intend to separate from the District can provide three (3) or four (4) years of notice. Such notice must be given by February 15 (or the last business day before) in the year prior to the last of three (3) or four (4) years to the Superintendent or designee.

Educators shall be removed from the salary scale for the next school year and shall receive a 6% increase to their TRS/IMRF creditable earnings from the prior school year as their new salary. This 6% increase includes all compensation paid to the educator, including scheduled salary, stipends, and professional development

compensation. In the subsequent 2 (two) or three (3) years, the educator shall receive additional 6% increases based on the prior year's TRS/IMRF creditable earnings. Any additional earnings from the District (such as attendance bonus or 25 years of continuous service bonus, etc) shall be paid fourteen (14) days after the educator's final paycheck into a non-elective qualified retirement tax deferred plan (403b/457). The educator shall continue to perform the same or equivalent extra duties that resulted in the total previous year's creditable earnings upon which the 6% increase is based. If the educator does not continue to perform the same or equivalent extra duties, then the 6% increase will be reduced proportionately.

Educators currently employed who provided the District with their separation notice prior to the 2024-2025 school years, may continue with their current separation agreement or may opt to change into the agreement outlined in this section starting with the 2024-2025 school year. The deadline to opt into the new separation language will be February 15th of the first year of this agreement.

The educator shall continue their employment through the last contractual day of the school year. Failure to work through the last contractual day shall result in the educator refunding the additional salary incurred by this section. The district will be responsible for establishing a non qualified deferred compensation (NQDS) fund to set aside the deferred severance recognition compensation plan. The payment will be made within 14 days of the final paycheck at the beginning of the next fiscal year into the educator's individual retirement account (403b/457). If an educator notifies the District of intent to separate before the expiration of this Agreement, the District will maintain this agreement with the individual educator.

If after submitting such notice an educator has serious extenuating circumstances causing the educator to need to continue to work, that educator must promptly submit to the Head of Human Relations a request to revoke the notice, with documentation. A committee comprised of the Superintendent or designee, the Head of Human Relations and the DEC President shall review the request. The decision of the committee shall be final.

If, after the January 15th deadline has passed, an educator who has not submitted a notice to separate has serious extenuating circumstances causing the educator to need to separate, that educator must promptly submit a notice to the Superintendent or designee with documentation. A committee comprised of the Superintendent or designee, the Head of Human Relations and the DEC President shall review the request. The decision of the committee shall be final.

4. Severance Payment in Final Year of Employment

To the extent that the District can do so without incurring a TRS or IMRF penalty, any educator who gives irrevocable notice to the Head of Human Relations by January 15th that they will retire at the end of the school year will be paid in their last paycheck the portion of their service recognition stipend that can be paid without exceeding a six percent (6%) increase in total salary over the previous year's salary. For TRS employees, any remainder of the service recognition stipend will be paid to the educator as a severance payment payable approximately two weeks after their last

day worked and their receipt of their last regular payment. For IMRF eligible employees, any service recognition stipend remainder will be made in the regular pay date that occurs after thirty (30) days from the last day worked or last paycheck received, whichever is later.

If after submitting such notice an educator has serious extenuating circumstances causing the educator to need to continue to work, that educator must promptly submit to the Head of Human Relations a request to revoke the notice, with documentation. A committee comprised of the Superintendent or designee, the Head of Human Relations and the DEC President shall review the request. The decision of the committee shall be final.

If, after the January 15th deadline has passed, an educator who has not submitted a notice to retire has serious extenuating circumstances causing the educator to need to retire, that educator must promptly submit a notice to the Head of Human Relations with documentation. A committee comprised of the Superintendent or designee, the Head of Human Relations and the DEC President shall review the request. The decision of the committee shall be final.

K. Insurance

1. The Board shall offer at least one HMO and one PPO plan for the duration of this Agreement. The current plans are summarized in Appendix C. The Board shall not change plans without consulting with DEC first, but the ultimate decision remains with the Board.

The Board agrees to reduce the DEC member health insurance contribution by 4% in all PPO plans over the course of the Agreement. Annually, in the spring of each year, the District will create an updated contribution percentage document that will be vetted by the DEC members of the Joint Health Insurance Committee prior to being sent out to educators for open enrollment.

Educators who elect coverage under one of the District's health insurance plans shall pay the applicable percentage of the insurance cost set forth below based on a (one) 1% cost shift per year for a total of (four) 4% over (four) 4 years:

DEC Member Insurance Contributions for 2024-2025 - 2027-2028:

2024-25	HMO	HMO Blue Advantage	PPO
Single	9%	9%	39%
Single +1	25%	16%	39%
Family	25%	16%	33%

2025-26	HMO	HMO Blue Advantage	PPO
Single	9%	9%	38%
Single +1	25%	16%	38%
Family	25%	16%	32%

2026-27	HMO	HMO Blue Advantage	PPO
Single	9%	9%	37%
Single +1	25%	16%	37%
Family	25%	16%	31%

2027-28	HMO	HMO Blue Advantage	PPO
Single	9%	9%	36%
Single +1	25%	16%	36%
Family	25%	16%	30%

	HMO Dental	PPO Dental
Employee	19%	19%
Single + 1	50%	60%
Family	50%	60%

2. During the first two weeks of school, or upon effective date of employment, whichever shall be later, all educators shall be provided with the specifications of any Board offered insurance programs, whether they are Board provided or optional, at extra expense to the individual.
3. The Board shall pay for a group term life insurance policy of \$45,000 for each educator, up to age (seventy) 70, at which age the benefit is reduced in accordance with the carrier's reduction schedule.
4. The Board will provide for an Employee Assistance Program.

5. The Board has established a \$125K Plan in compliance with the Internal Revenue Code for family medical/dental premiums, uncovered out-of-pocket family medical/dental expenses, and dependent care expenses. The Board will pay the entire cost of Administration of the Plan.
6. An employee shall be allowed to enroll their civil union spouse or domestic partner for medical and dental coverage on the same basis that employees may enroll their spouse provided that the domestic partner is eligible pursuant to the District's eligibility criteria in effect as of the date of this Agreement and the applicable Affidavit of Domestic Partnership is completed and executed.
7. A Joint Insurance Committee will be established for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance.

The Committee will be composed of, but not limited to, the Head of Human Relations the Assistant Superintendent of Business Services (CSBO), one (1) member of the Council, the Council President, and one member of each ESP bargaining unit appointed by each unit's President. As Chair, the District's Head of Human Relations shall be responsible for scheduling meetings and preparing the written information for each meeting. The Committee will meet as necessary but at least twice per year. The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee Chair will provide these materials to the Committee members. However, the Chair will protect the confidentiality of individual plan participants as required by the ADA or other applicable law. Further, the Committee may meet with the District representative and an IEA approved consultant who may provide recommendations concerning the plan design and options, interpret data generated from reports of carriers, and provide projections of future plan experience.

Recommendations of the Insurance Committee will be forwarded to the Board of Education. The Board shall review and consider the recommendations as it determines plan options for District employees.

The Board and Council are free to use information, reports and recommendations generated by the Committee in formulating proposals for use in collective bargaining.

L. Insurance Coverage Period

Effective date of all insurance coverage shall be from September 1st to the following August 31st.

M. Insurance Coverage—New Employees

No later than one month after initial employment the District will contact each employee to provide them with the opportunity to enroll in the program(s) of their choice.

N. Commuter Benefits

No later than September 1, 2019, the District will implement and maintain a voluntary commuter benefit program for all DEC members. This benefit will include pre-tax savings on mass transit and carpooling rideshare programs. The enrollment and participation in the plan shall be voluntary. The commuter benefit plan will be set at the annual maximum spending amount as allowed by applicable law. The District will be responsible for 100% of the Administration costs for these benefits. Unused commuter contributions that remain at the conclusion of the benefit year shall remain with the educator. However, all unused funds will be forfeited to the plan if an educator decides not to renew their participation in the commuter benefit program or separates from the District. The details of the plan shall be jointly determined by DEC and the District and shall be communicated with educators at the end of each school year, and when new educators are hired into the District.

O. Tuition Reimbursement

1. Board Mandated Specific Courses.

A fully certified educator who is required by the Administration or the Board of Education to take any specific courses shall be reimbursed for their tuition and other course material. This commitment shall not apply to the general professional growth requirements of the District in fulfillment of which the educator chooses courses to be taken.

2. Non-Mandated Tuition Reimbursement.

The Board shall be willing to pay a total amount of up to \$50,000 toward non-mandated tuition reimbursement per school year subject to the following criteria:

- a. Educators with a summative rating from District 65 on file in Human Relations
- b. Class was completed during current school year or previous school year
- c. Pre-approved by the building Administrator and Head of Human Relations
- d. Payment after satisfactory completion
- e. \$2,000 limit per educator per year
- f. Up to \$200 per credit hour
- g. Accredited college classes and licensing requirements
- h. Outside the school day
- i. To support the needs of the District

P. Full Year Service Credit

An educator who contracts to and teaches at least one hundred twenty (120) full days, or who contracts to teach at least one hundred eighty (180) half days and teaches at least one hundred seventy (170) half days, in a school year shall advance one step in the salary schedule for that school year. For purposes of this paragraph, approved FMLA leave pursuant to Article XV, Paragraph G, shall count as days taught.

Q. Disability

The Board shall purchase an income protection plan which in conjunction with any benefits from the disability sections of the State of Illinois Retirement Plan will guarantee educators up to age 70 with 60% of their annual salary up to a monthly maximum of \$6,000 for life for any disability due to illness or accident. Such protection shall begin on the 1st day of disability.

R. Physical Examination

The Board shall pay up to \$150.00 every other year toward the cost of physical examinations for each educator.

S. Notice Regarding Loss of Certain Stipends

Where an educator is to be relieved of a departmental chairmanship, a team leadership, or a professional responsibility which pays a stipend and/or results in a reduced teaching load, they shall have notice of such impending action by July 15th of any given year and may request and have a conference with the appropriate Administrator prior to the taking of any action.

T. Track Movement

1. The track movement guidelines are appended to the Agreement. It is understood that no educator may move more than one track per school year.
2. Track Movement committee recommendations will be presented to the Board of Education for ultimate disposition.

U. Voluntary Lunchroom Supervision

The principal at each school will establish a voluntary Working Lunch Program Supervisor position available to at least one educator. The hourly pay rate for this position will be twenty five dollars (\$25.00). Moreover, although neither the notice requirements of Paragraph S. above nor any other notice provisions of the Professional Agreement apply to the elimination or reduction of voluntary lunchroom supervision opportunities, when principals eliminate such opportunities for educators, the principals will notify such educators as soon as Administratively practicable.

V. Extra Duty Stipend Schedule

The extra duty stipend schedule for educators shall be set forth in Appendix E, which is attached to and incorporated into this Agreement. Extra duty stipends shall be added to the educator's salary and shall be included in the paycheck provided that the educator submits the necessary paperwork by the prescribed deadline. Activities in this category can be dropped or added from year to year depending on educator expertise and student interest.

W. Attendance Bonus

All full-time educators will receive a gross sum bonus in the amount of two hundred dollars (\$200) in June of any school year in which the educator bargaining unit uses 1,260 fewer sick days than the total number of sick days that were used by the educator bargaining unit in the 2007-08 school year.

X. National Board Certification

One time, the Board will provide each educator pursuing National Board Certification one paid release day for portfolio preparation and, if the educator obtains National Board Certification, \$500 toward the application fee process. The Board also will pay an educator who obtains National Board Certification during the life of this Agreement a one-time gross stipend of \$1,000.

Y. Conference Reimbursement

If an educator seeks and obtains approval from their principal to attend an educational conference, at least two weeks prior to the conference, the educator shall be reimbursed:

one (1) \$50 toward the cost of the conference if their attendance causes them to miss any part of a school day; or two (2) \$100 if their attendance does not cause them to miss any part of a school day.

ARTICLE 18

Grievance Procedure

A. Definitions

1. Any claim by the Council or an educator that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the school year, or during the summer months, the time limits shall consist of all weekdays. School days for the purposes of the grievance procedure shall mean educator employment days.
3. Upon selection and certification of a grievance representative by the Council, the Board shall recognize such representative in each building and a Council grievance committee of seven (7) members. At least one (1) Council representative shall be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any educator having a grievance to discuss the matter informally with their supervisor and having the grievance adjusted without the intervention of the Council, provided the Council has been notified and the adjustment is not inconsistent with the terms of this Agreement.

B. Grievance Procedure

The parties hereto acknowledge that it is usually most desirable for an educator and their immediately involved supervisor to resolve problems through free and informal communications. When requested by the educator, the building representative may accompany the educator to assist in the informal resolution of the grievance. However, if such informal processes fail to satisfy the educator or the Council, a grievance may be processed as follows.

1. Within twenty (20) days following the occurrence of the event giving rise to the grievance or within twenty (20) days after a reasonably alert person should have had knowledge of the event, the educator or the Council may present a grievance in writing to the supervisor immediately involved, who will schedule a meeting to take place within ten (10) days after receipt of the grievance. The Council's representative, the aggrieved educator and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer of the grievance to the aggrieved educator and the Council within five (5) days after the meeting. This answer shall include the reasons for the decision.
2. If the grievance is not resolved at Step No. 1, then the Council shall refer the grievance to the Superintendent or their official designee within six (6) days after receipt of the Step No. 1 answer or within eight (8) days after the Step No. 1 meeting, whichever is the later. The Superintendent or their designee shall arrange for a meeting with the representatives of the Council's grievance committee to take place within eight (8) days of their receipt of the appeal. Each party shall have the right to

include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have eight (8) days in which to provide their written decision with reasons to the Council.

3. If the Council is not satisfied with the disposition of the grievance at Step No. 2, or the time limits expire without the issuance of the Superintendent's written reply, the Council may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date for the completion of Step No. 2, then the grievance shall be deemed withdrawn. The arbitrator shall be selected from a list requested by the parties from the American Arbitration Association. Providing the Administration and the Council agree to submit a joint request to AAA for an arbitrator, such request shall be sent within ten (10) days of the filing of the demand for arbitration. All deadlines for the selection of the arbitrator shall be observed and adhered to by both parties.
 - a. The arbitrator shall not add to, subtract from, or alter the provisions of the Agreement. Their decision must be based solely upon an interpretation of the meaning or application of the express relevant language of the Agreement. This restriction is not to be interpreted as denying to the arbitrator the use of appropriate and recognized tools of contract interpretation such as evidence of intent of parties or past practice.
 - b. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as they judge to be proper.
 - c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

C. Bypassing of Grievance Steps

If the Council and the Superintendent agree, Step No. 1 and/or Step No. 2 of the grievance procedures may be bypassed and the grievance brought directly to the next step.

D. Class Grievances

Class grievances involving one or more educators or one or more supervisors and grievances involving an Administrator above the building level may be initially filed by the Council at Step No. 2 (two).

E. Discussion of Grievances

The Board acknowledges the right of the Council's grievance representative to participate in the processing of a grievance at any level, and no educator shall be required to discuss any grievance if the Council's representative is not present.

F. Representation During Grievance Procedure

When an educator is not represented by the Council, on their request, the Council shall have the right to have its representatives present to state its views at all stages of the grievance procedure.

G. No Reprisals

No reprisals of any kind shall be taken by the Board or the Administration against an educator because of their participation in this grievance procedure.

H. Grievance Procedure Release Time

Should the Administration and educator(s) and Council representative(s) mutually agree that the investigation or processing of any grievance shall take place during the school day, the educator(s) and Council representative(s) shall be released without loss of benefits.

I. Exclusion from Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. Withdrawal of Grievance

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE 19

Curriculum and Instruction

A. Curriculum Advisory Council (CAC)

1. Purpose.

The Curriculum Advisory Council shall be the major vehicle for curriculum planning and development in District 65.

2. Membership.

3. The membership of CAC shall include one (1) tenured educator from each elementary school and two (2) tenured educators from each middle school.

- a. One (1) middle school principal and one (1) elementary school principal to be appointed by the Superintendent.
- b. One (1) member from the central Administration in addition to the Superintendent.
- c. Up to two (2) members from Special Services selected by the Special Services Department.
- d. One (1) member from District 65 Educators' Council appointed by the Council.
- e. The Superintendent.
- f. One (1) non-voting member representing the ETHS Curriculum Forum.
- g. Two (2) non-voting parent representatives appointed by the Superintendent (1 elementary and 1 middle).
- h. Selection of members:
 - (1) Educator members and alternates shall be selected by a majority of educators, voting by secret ballot, of the faculty of each school.
 - (2) Members shall be elected in March to take office in May.
 - (3) The election is to be held by the outgoing CAC representative.
 - (4) Except for the special education representative, the central Administration representative, and the Superintendent or designee, a membership term shall be for two (2) years and members may not serve more than two (2) consecutive terms.

4. Organization.

- a. The Superintendent or their designee shall be the Chairperson of CAC.
- b. There shall be an agenda committee consisting of five (5) educator members of CAC, one (1) of whom shall be the Council's representative to CAC.

B. District Standing Committees

District Fine Arts Committee
District Language Arts and Reading Committee
District Mathematics Committee
District Science Committee
District Social Studies Committee
District Instructional Technology Committee
District Special Education Committee

1. Purpose.

The standing committees shall ensure that the educational curriculum of the District is serving the needs of all students and that learning materials in use are current and educationally sound.

2. Membership.

Standing committees shall include one (1) educator from each building who shall be selected by the principal from a pool of volunteers. If there are insufficient volunteers, the principal shall select an educator with at least two (2) years of service. Additional temporary educator members shall be appointed at the request of the permanent members when the projects of the committee require additional personnel. In the event that any standing committee has no minority representative, or when any standing committee divides into K-5 or 6-8 subcommittees onto which there is no minority representative, the chairperson of the standing committee shall appoint a minority educator. The Administration and the Council shall collaborate on the selection of up to three (3) special education educators for each such committee.

Administration membership shall not exceed two persons and shall be appointed by the Superintendent. The chairman of the standing committees shall be appointed by the Superintendent.

CAC may appoint one representative from its membership to each committee referred to in this section or to any instructional committees created during this agreement.

3. Activities.

Each standing committee shall annually identify the needs of the instructional program in its area of interest and shall propose such studies, material review, pilot programs, etc., which in its judgment will provide for continued educational improvement. These proposals shall be submitted to CAC annually for review and approval prior to the beginning of the study phase.

Following the approval of proposed projects, the standing committees will proceed with the study phase. Upon completion, a total report with recommendations shall

be presented to CAC. If CAC approves the report, it will send the report to the Superintendent along with its recommendations.

An agenda shall be sent with each announcement of a meeting. This agenda should identify discussion items versus decision items.

The Superintendent shall respond to CAC regarding each report and recommendation within thirty (30) days.

C. Ad Hoc Committees

Ad hoc committees shall be formed as a result of proposals that are submitted to CAC from individuals and/or groups other than standing committees. CAC will recommend the composition of such committees to the Superintendent. The Superintendent's recommendations will be submitted to CAC prior to appointment.

Ad hoc committees shall follow the same procedure as standing committees in study of their problem, making recommendations and reporting to CAC.

D. CAC Activities

1. CAC shall hear and take action on study and development projects from standing committees, ad hoc committees, other District groups, or individuals.
2. CAC shall receive all Summer Projects applications and make recommendations to the Superintendent.
3. Recommendations from the above to be submitted for consideration may include the following:
 - a. planning for the improvement of the curriculum and instructional program;
 - b. evaluation of programs now in operation;
 - c. identification of problems relating to curriculum development and instruction;
 - d. studies and research in necessary areas and results based on studies and research;
 - e. assistance in finding consultant help when needed;
 - f. studying and making recommendations of changes in curriculum and instruction; and
 - g. selection of textbooks.
 - h. revising/changing report cards.
4. Additional priority responsibilities when requested by the Administration shall be to:
 - a. provide additional means of communication among faculty members on matters relating to curriculum and instruction;
 - b. serve as a representative educator group for preliminary screening of projects and proposals of individual or educator groups, and to seek general support for accepted proposals or projects;

- c. assist in coordination of programs of instruction and curriculum; and
 - d. assist in planning in-service training programs such as workshops, demonstrations, visitations and the use of special resource personnel.
5. The Board shall respond, as appropriate, in a timely manner to each report and recommendation by CAC.
 6. CAC shall meet at least once a month. An agenda shall be sent with each announcement of a meeting.
 7. When CAC by mutual agreement shall meet during the school day, substitute educators will be provided at the expense of the District. Such meeting must have the approval of the Superintendent.
 8. A secretary shall be provided by the Central Office for the purpose of recording, duplicating, and distributing minutes of CAC.
 9. Any proposal of CAC which would necessitate the expenditure of District funds must receive the approval of the Superintendent and/or the Board before such funds may be expended.
 10. The annual calendar of activity shall include, but not be limited to, the following:
 - April 1st - November 30th: Hear and act upon study and development proposals from committees, other District groups, and individuals;
 - December 1st - January 31st: Hear and act upon the reports and recommendations of study and development projects;
 - February 1st - February 28th: Report and make recommendations to the Superintendent;
 - March 1st - March 31st: Hear proposals for summer projects and make recommendations to the Superintendent.
 11. On an annual basis, the Superintendent, their designee, the Council President, and their designee, shall conduct a comprehensive review of CAC's activities and effectiveness during the prior school year and issue a written report to the Board regarding its findings.

ARTICLE 20

School Instructional Team (SIT)

The purpose of the School Instructional Team is to implement and design educational programs consistent with established District goals and initiatives, and to encourage a positive school climate to bring about improved academic achievement. Developing building goals is a collaborative effort between educators and building Administrators.

In consideration of the mutual promises contained herein, the District and DEC agree as follows:

1. Educators represented by DEC shall not be required to join School Instructional Teams and membership shall be voluntary. All DEC members are active participants who work toward achieving building-level goals. Each School Instructional Team helps to plan, solve problems, facilitate and monitor progress toward the building's goals.
2. Newly-hired, inexperienced educators represented by DEC who have less than two (2) years of teaching experience may not be members of the School Instructional Team, but may participate at the building level. Non-tenured educators represented by DEC and in their third and fourth years, in addition to educators in their second year with the District with experience in another school district, may be members of the School Instructional Team. Current School Instructional Team members who do not meet these criteria will not be removed from the School Instructional Team, and are grandfathered for continued membership on the School Instructional Team.
3. DEC members on the School Instructional Team will elect a co-chair from the members of the School Instructional Team. The principal and elected DEC member shall co-chair the School Instructional Team. The co-chair will work collaboratively with the principal and the School Instructional Team to set the agendas and facilitate the meetings. If a DEC-elected building representative is not interested in participating on the School Instructional Team, DEC will provide a volunteer member.
4. The parties further acknowledge that neither the Board of Education nor the school Administrators waive their rights and responsibilities under the School Code of Illinois, and that DEC does not waive its statutory right and obligation as sole and exclusive negotiating agent with respect to compensation or other employment conditions.
5. For extra duty arising from the School Instructional Team activities, educators will be paid a maximum of \$25.00 per hour during the summer within their respective budgets as determined by the School Instructional Team and as approved by the Superintendent or their designee.

The School Instructional Team shall receive two (2) professional days per school year, for performing the functions of the School Instructional Team. The allocation of those days shall be determined by the principal and the co-chair.

Article 21
No Strike or Work Stoppage

During the term of this Agreement there shall be no strike, work stoppage, picketing, or any other form of concerted activity by the educators, the purpose of which is to cause District employees to render less than full and complete services to the District, by the Council, the Illinois Education Association, its members, or any employees covered by this Agreement. This prohibition applies to strikes and work stoppages for any reason, whether grievable or not.

ARTICLE 22

Personnel File

A. Personnel Files and Right to Review

Each educator shall have the right, upon request, to review the contents of the central office and home building assignment personnel file. No other personnel files shall be maintained by the District. A representative of the Council, at the educator's request, may accompany the educator in this review.

B. Notification of Disciplinary or Re-Employment / Documentation Placed in Personnel File

Any materials relating to discipline or re-employment may not be placed in the educator's personnel file without notifying and giving the educator an opportunity to place a written response to this material in this file.

C. Protocol for Review of Personnel File

A form shall be kept in each educator's personnel file for the purpose of recording each review and/or examination of said file. The form shall indicate the date of review and name of reviewer. All persons other than those assigned to the Human Resources Office, the educator's principal(s) and the Superintendent shall use this form when reviewing a file.

D. Written Statements

If any written statements with reference to a specific educator are received, they shall be shown to that educator or educators and that educator shall be given the opportunity to respond to those statements to the appropriate Administrator.

E. Request to Remove Negative Documentation

An educator may request to have documents of a negative nature removed from their personnel file by submitting a written petition to the Superintendent for such removal. "Notice of Remedy" materials are exempt from review and/or removal. A review committee composed of the Superintendent, the Head of Human Relations and the DEC President shall meet to review the petition and will render a decision concerning the removal of the reprimand from the personnel file. A petition can only be submitted for review after the second year anniversary of the placement of the letter of reprimand in the personnel file and only once each year thereafter.

ARTICLE 23

Effect of Agreement

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment hereto.
- B. This Agreement shall be incorporated into the School Board Policies of School District 65, Evanston, Illinois.
- C. The terms and conditions of this Agreement shall be reflected in individual contracts.
- D. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, that Article, Section or Clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

ARTICLE 24

Duration and Acceptance of Agreement

A. This Agreement shall be effective as of the commencement of the 2024-2025 school year and shall continue in effect until the commencement of the 2027-2028 school year. This Agreement shall expire on the date indicated.


B. This Agreement is executed this 16th day of December, 202~~5~~⁴.


IN WITNESS WHEREOF, the parties hereby execute this Professional Agreement in

Evanston, Illinois, this 16th day of December, 202~~5~~⁴.

DISTRICT 65 EDUCATORS' COUNCIL

BOARD OF EDUCATION, COMMUNITY
CONSOLIDATED SCHOOLS, DISTRICT 65

By: 
Its President

By: 
Its President

Appendix A
2024-2025 Educator Salary Schedule
Evanston/Skokie School District 65
(2.3% Base Increase Plus Step)

TRACK I				TRACK II				TRACK III				TRACK IV				TRACK V				
Step	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total
1	1.00	50,332	4,377	54,709	1.09	54,862	4,771	59,633	1.18	59,392	5,165	64,557								
2	1.02	51,338	4,464	55,802	1.11	55,869	4,858	60,727	1.20	60,398	5,252	65,650								
3	1.05	52,848	4,596	57,444	1.15	57,882	5,033	62,915	1.23	61,908	5,383	67,291	1.30	65,432	5,690	71,122				
4	1.10	55,365	4,814	60,179	1.19	59,895	5,208	65,103	1.28	64,425	5,602	70,027	1.36	68,452	5,952	74,404				
5	1.15	57,881	5,033	62,914	1.24	62,412	5,427	67,839	1.34	67,445	5,865	73,310	1.42	71,471	6,215	77,686				
6	1.19	59,895	5,208	65,103	1.30	65,432	5,690	71,122	1.39	69,961	6,084	76,045	1.48	74,491	6,478	80,969	1.56	78,518	6,828	85,346
7	1.23	61,908	5,383	67,291	1.36	68,452	5,952	74,404	1.44	72,478	6,302	78,780	1.54	77,511	6,740	84,251	1.62	81,538	7,090	88,628
8	1.27	63,921	5,558	69,479	1.42	71,471	6,215	77,686	1.50	75,498	6,565	82,063	1.60	80,531	7,003	87,534	1.68	84,558	7,353	91,911
9	1.30	65,431	5,690	71,121	1.48	74,491	6,478	80,969	1.55	78,015	6,784	84,799	1.66	83,551	7,265	90,816	1.74	87,578	7,616	95,194
10	1.34	67,444	5,865	73,309	1.55	78,015	6,784	84,799	1.61	81,035	7,047	88,082	1.72	86,571	7,528	94,099	1.80	90,598	7,878	98,476
11	1.38	69,458	6,040	75,498	1.59	80,028	6,959	86,987	1.67	84,054	7,309	91,363	1.78	89,591	7,791	97,382	1.86	93,618	8,141	101,759
12	1.40	70,464	6,127	76,591	1.62	81,538	7,090	88,628	1.72	86,571	7,528	94,099	1.84	92,611	8,053	100,664	1.92	96,637	8,403	105,040
13	1.42	71,471	6,215	77,686	1.64	82,544	7,178	89,722	1.76	88,584	7,703	96,287	1.89	95,127	8,272	103,399	1.98	99,657	8,666	108,323
14	1.44	72,478	6,302	78,780	1.66	83,551	7,265	90,816	1.79	90,094	7,834	97,928	1.91	96,134	8,360	104,494	2.04	102,677	8,928	111,605
15					1.68	84,558	7,353	91,911	1.81	91,101	7,922	99,023	1.93	97,141	8,447	105,588	2.10	105,697	9,191	114,888
16					1.70	85,564	7,440	93,004	1.83	92,108	8,009	100,117	1.95	98,147	8,535	106,682	2.13	107,207	9,322	116,529
17									1.85	93,114	8,097	101,211	1.97	99,154	8,622	107,776	2.15	108,214	9,410	117,624
18									1.88	94,624	8,228	102,852	1.99	100,161	8,710	108,871	2.17	109,220	9,497	118,717
19													2.01	101,167	8,797	109,964	2.19	110,227	9,585	119,812
20													2.04	102,677	8,928	111,605	2.21	111,234	9,673	120,907
21																	2.23	112,240	9,760	122,000
22																	2.26	113,750	9,891	123,641

Due to rounding in formula calculations, some totals may be off by one dollar

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The Board will pay each educator who completes 25 years of continuous service as an educator in the District a one-time, gross \$1,000 lump sum payment at the conclusion of the educator's 25th consecutive year in the District.

TRS factor is 8.6957%

Bargaining unit employees who participate in IMRF rather than TRS receive the same total salary but the IMF contribution factor is 4.5%

Appendix A
2025-2026 Educator Salary Schedule
Evanston/Skokie School District 65
(2.0% Base Increase Plus Step)***

TRACK I					TRACK II					TRACK III					TRACK IV					TRACK V				
Step	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total
1	1.00	51,339	4,464	55,803	1.09	55,960	4,866	60,826	1.18	60,580	5,268	65,848												
2	1.02	52,365	4,554	56,919	1.11	56,986	4,955	61,941	1.20	61,607	5,357	66,964												
3	1.05	53,905	4,687	58,592	1.15	59,040	5,134	64,174	1.23	63,147	5,491	68,638	1.30	66,741	5,804	72,545								
4	1.10	56,472	4,911	61,383	1.19	61,093	5,312	66,405	1.28	65,714	5,714	71,428	1.36	69,821	6,071	75,892								
5	1.15	59,039	5,134	64,173	1.24	63,660	5,536	69,196	1.34	68,794	5,982	74,776	1.42	72,901	6,339	79,240								
6	1.19	61,093	5,312	66,405	1.30	66,741	5,804	72,545	1.39	71,361	6,205	77,566	1.48	75,982	6,607	82,589	1.56	80,089	6,964	87,053				
7	1.23	63,146	5,491	68,637	1.36	69,821	6,071	75,892	1.44	73,928	6,429	80,357	1.54	79,062	6,875	85,937	1.62	83,169	7,232	90,401				
8	1.27	65,199	5,670	70,869	1.42	72,901	6,339	79,240	1.50	77,009	6,696	83,705	1.60	82,142	7,143	89,285	1.68	86,250	7,500	93,750				
9	1.30	66,740	5,804	72,544	1.48	75,982	6,607	82,589	1.55	79,575	6,920	86,495	1.66	85,223	7,411	92,634	1.74	89,330	7,768	97,098				
10	1.34	68,793	5,982	74,775	1.55	79,575	6,920	86,495	1.61	82,656	7,188	89,844	1.72	88,303	7,679	95,982	1.80	92,410	8,036	100,446				
11	1.38	70,847	6,161	77,008	1.59	81,629	7,098	88,727	1.67	85,736	7,455	93,191	1.78	91,383	7,946	99,329	1.86	95,491	8,304	103,795				
12	1.40	71,873	6,250	78,123	1.62	83,169	7,232	90,401	1.72	88,303	7,679	95,982	1.84	94,464	8,214	102,678	1.92	98,571	8,571	107,142				
13	1.42	72,900	6,339	79,239	1.64	84,196	7,321	91,517	1.76	90,357	7,857	98,214	1.89	97,031	8,438	105,469	1.98	101,651	8,839	110,490				
14	1.44	73,928	6,429	80,357	1.66	85,223	7,411	92,634	1.79	91,897	7,991	99,888	1.91	98,057	8,527	106,584	2.04	104,732	9,107	113,839				
15					1.68	86,250	7,500	93,750	1.81	92,924	8,080	101,004	1.93	99,084	8,616	107,700	2.10	107,812	9,375	117,187				
16					1.70	87,276	7,589	94,865	1.83	93,950	8,170	102,120	1.95	100,111	8,705	108,816	2.13	109,352	9,509	118,861				
17									1.85	94,977	8,259	103,236	1.97	101,138	8,795	109,933	2.15	110,379	9,598	119,977				
18									1.88	96,517	8,393	104,910	1.99	102,165	8,884	111,049	2.17	111,406	9,688	121,094				
19													2.01	103,191	8,973	112,164	2.19	112,432	9,777	122,209				
20													2.04	104,732	9,107	113,839	2.21	113,459	9,866	123,325				
21																	2.23	114,486	9,955	124,441				
22																	2.26	116,026	10,089	126,115				

Due to rounding in formula calculations, some totals may be off by one dollar

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TRS factor is 8.6957%

Bargaining unit employees who participate in IMRF rather than TRS receive the same total salary but the IMF contribution factor is 4.5%

*** 100% of CPI with a minimum of 2.0% and maximum of 2.27%

Appendix A
2026-2027 Educator Salary Schedule
Evanston/Skokie School District 65
(2.0% Base Increase Plus Step)***

TRACK I				TRACK II				TRACK III				TRACK IV				TRACK V				
Step	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total
1	1.00	52,366	4,554	56,920	1.09	57,079	4,963	62,042	1.18	61,792	5,373	67,165								
2	1.02	53,412	4,645	58,057	1.11	58,126	5,054	63,180	1.20	62,839	5,464	68,303								
3	1.05	54,983	4,781	59,764	1.15	60,221	5,237	65,458	1.23	64,410	5,601	70,011	1.30	68,076	5,920	73,996				
4	1.10	57,601	5,009	62,610	1.19	62,316	5,419	67,735	1.28	67,028	5,829	72,857	1.36	71,218	6,193	77,411				
5	1.15	60,220	5,237	65,457	1.24	64,934	5,646	70,580	1.34	70,170	6,102	76,272	1.42	74,360	6,466	80,826				
6	1.19	62,315	5,419	67,734	1.30	68,076	5,920	73,996	1.39	72,789	6,330	79,119	1.48	77,502	6,739	84,241	1.56	81,691	7,104	88,795
7	1.23	64,409	5,601	70,010	1.36	71,218	6,193	77,411	1.44	75,407	6,557	81,964	1.54	80,644	7,013	87,657	1.62	84,833	7,377	92,210
8	1.27	66,503	5,783	72,286	1.42	74,360	6,466	80,826	1.50	78,549	6,830	85,379	1.60	83,786	7,286	91,072	1.68	87,975	7,650	95,625
9	1.30	68,075	5,920	73,995	1.48	77,502	6,739	84,241	1.55	81,167	7,058	88,225	1.66	86,928	7,559	94,487	1.74	91,117	7,923	99,040
10	1.34	70,169	6,102	76,271	1.55	81,167	7,058	88,225	1.61	84,309	7,331	91,640	1.72	90,070	7,832	97,902	1.80	94,259	8,196	102,455
11	1.38	72,264	6,284	78,548	1.59	83,262	7,240	90,502	1.67	87,451	7,604	95,055	1.78	93,211	8,105	101,316	1.86	97,401	8,470	105,871
12	1.40	73,310	6,375	79,685	1.62	84,833	7,377	92,210	1.72	90,070	7,832	97,902	1.84	96,353	8,379	104,732	1.92	100,543	8,743	109,286
13	1.42	74,358	6,466	80,824	1.64	85,880	7,468	93,348	1.76	92,164	8,014	100,178	1.89	98,972	8,606	107,578	1.98	103,685	9,016	112,701
14	1.44	75,407	6,557	81,964	1.66	86,928	7,559	94,487	1.79	93,735	8,151	101,886	1.91	100,019	8,697	108,716	2.04	106,827	9,289	116,116
15					1.68	87,975	7,650	95,625	1.81	94,782	8,242	103,024	1.93	101,066	8,788	109,854	2.10	109,969	9,563	119,532
16					1.70	89,022	7,741	96,763	1.83	95,830	8,333	104,163	1.95	102,114	8,880	110,994	2.13	111,540	9,699	121,239
17									1.85	96,877	8,424	105,301	1.97	103,161	8,971	112,132	2.15	112,587	9,790	122,377
18									1.88	98,448	8,561	107,009	1.99	104,208	9,062	113,270	2.17	113,634	9,881	123,515
19													2.01	105,256	9,153	114,409	2.19	114,682	9,972	124,654
20													2.04	106,827	9,289	116,116	2.21	115,729	10,063	125,792
21																	2.23	116,776	10,154	126,930
22																	2.26	118,347	10,291	128,638

Due to rounding in formula calculations, some totals may be off by one dollar

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TRS factor is 8.6957%

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*** 100% of CPI with a minimum of 2.0% and maximum of 2.27%

Appendix A
2027-2028 Educator Salary Schedule
Evanston/Skokie School District 65
(2.27% Base Increase Plus Step)

TRACK I				TRACK II				TRACK III				TRACK IV				TRACK V				
Step	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total	Index	Base	TRS	Total
1	1.00	53,555	4,657	58,212	1.09	58,375	5,076	63,451	1.18	63,195	5,495	68,690								
2	1.02	54,624	4,750	59,374	1.11	59,446	5,169	64,615	1.20	64,266	5,588	69,854								
3	1.05	56,231	4,890	61,121	1.15	61,588	5,356	66,944	1.23	65,873	5,728	71,601	1.30	69,622	6,054	75,676				
4	1.10	58,909	5,123	64,032	1.19	63,730	5,542	69,272	1.28	68,550	5,961	74,511	1.36	72,835	6,334	79,169				
5	1.15	61,587	5,355	66,942	1.24	66,408	5,775	72,183	1.34	71,764	6,240	78,004	1.42	76,048	6,613	82,661				
6	1.19	63,730	5,542	69,272	1.30	69,622	6,054	75,676	1.39	74,441	6,473	80,914	1.48	79,261	6,892	86,153	1.56	83,546	7,265	90,811
7	1.23	65,871	5,728	71,599	1.36	72,835	6,334	79,169	1.44	77,119	6,706	83,825	1.54	82,475	7,172	89,647	1.62	86,759	7,544	94,303
8	1.27	68,013	5,914	73,927	1.42	76,048	6,613	82,661	1.50	80,333	6,986	87,319	1.60	85,688	7,451	93,139	1.68	89,972	7,824	97,796
9	1.30	69,620	6,054	75,674	1.48	79,261	6,892	86,153	1.55	83,010	7,218	90,228	1.66	88,901	7,731	96,632	1.74	93,186	8,103	101,289
10	1.34	71,762	6,240	78,002	1.55	83,010	7,218	90,228	1.61	86,224	7,498	93,722	1.72	92,115	8,010	100,125	1.80	96,399	8,383	104,782
11	1.38	73,904	6,426	80,330	1.59	85,152	7,405	92,557	1.67	89,437	7,777	97,214	1.78	95,328	8,289	103,617	1.86	99,612	8,662	108,274
12	1.40	74,974	6,520	81,494	1.62	86,759	7,544	94,303	1.72	92,115	8,010	100,125	1.84	98,541	8,569	107,110	1.92	102,826	8,941	111,767
13	1.42	76,046	6,613	82,659	1.64	87,830	7,637	95,467	1.76	94,257	8,196	102,453	1.89	101,219	8,802	110,021	1.98	106,039	9,221	115,260
14	1.44	77,119	6,706	83,825	1.66	88,901	7,731	96,632	1.79	95,863	8,336	104,199	1.91	102,290	8,895	111,185	2.04	109,252	9,500	118,752
15					1.68	89,972	7,824	97,796	1.81	96,935	8,429	105,364	1.93	103,361	8,988	112,349	2.10	112,466	9,780	122,246
16					1.70	91,044	7,917	98,961	1.83	98,006	8,522	106,528	1.95	104,432	9,081	113,513	2.13	114,072	9,919	123,991
17									1.85	99,077	8,615	107,692	1.97	105,503	9,174	114,677	2.15	115,143	10,012	125,155
18									1.88	100,683	8,755	109,438	1.99	106,574	9,267	115,841	2.17	116,214	10,106	126,320
19													2.01	107,646	9,361	117,007	2.19	117,285	10,199	127,484
20													2.04	109,252	9,500	118,752	2.21	118,357	10,292	128,649
21																	2.23	119,428	10,385	129,813
22																	2.26	121,034	10,525	131,559

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Appendix B

AGREEMENT ON BOARD PAYMENT OF CONTRIBUTION TO TEACHERS' RETIREMENT SYSTEM (TRS) OF ILLINOIS

The District 65 Educators' Council of Community Consolidated School District 65, Cook County, Illinois hereby agrees to and does accept on behalf of each and every member of the bargaining unit represented by DEC for purposes of collective negotiations, a salary reduction effective equivalent to the nine (9) percent of gross salary previously remitted by the Board of Education to the Teacher Retirement System of the State of Illinois as each bargaining unit member's contribution to that retirement plan.

The Board hereby agrees to "pick-up" and pay the eight (8) percent of the nine (9) percent of the member's contribution to the Teacher Retirement System of Illinois. Educators will pick up one (1) percent of the nine (9) percent of the member's contribution to the Teacher's Retirement System. This "pick-up" and payment on behalf of educator employees will be a condition of employment of and uniformly applicable to all educator employees in the bargaining unit, there being no option on the part of any educator employee in the bargaining unit not to participate in the "pick-up" and payment of the TRS contribution by the Board.

Appendix C

SUMMARY OF BLUE CROSS/BLUE SHIELD INSURANCE PROGRAM OPTIONS/BENEFITS

Benefit	Summary of Blue Cross/Blue Shield Medical Insurance Program Options/Benefits			
	Blue Cross Blue Shield HMO Illinois	Blue Cross Blue Shield Blue Advantage HMO	PPO- In Network	Blue Cross Blue Shield PPO- Out of Network
Deductible	None	None	\$500 per Individual per Calendar Year	\$1,000 per Individual per Calendar Year
Inpatient Hospital Copay	None	None	Limit of 2 deductibles per Family per Calendar Year None	Limit of 2 deductibles per Family per Calendar Year None
Coinsurance	100%	100%	90% / 10%	70% / 30%
Out Of Pocket Limitation	\$1,500 per Individual \$3,000 per Family	\$1,500 per Individual \$3,000 per Family	\$2,000 per Individual \$4,000 per Family	\$4,000 per Individual \$8,000 per Family
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited

Summary of Blue Cross/Blue Shield Medical Insurance Program Options/Benefits				
Benefit	Blue Cross Blue Shield	Blue Cross Blue Shield	Blue Cross Blue Shield	
	HMO Illinois	Blue Advantage Shield HMO	PPO- In Network	PPO- Out of Network
Hospice	100% Precertification is required	100% Precertification is required	90% / 10%*	70% / 30%*
Home Health Care	100% Precertification is required	100% Precertification is required	90% / 10%*	70% / 30%*
Pre-Admission Testing	100%	100%	90% / 10%*	70% / 30%*
Second Surgical Opinion	\$20 PCP referral required	\$20 PCP referral required	100% Coinsurance	100% Coinsurance
Birthing Center**	100%	100%	90% / 10%*	70% / 30%*
Alcohol, Drug & Non-Serious Mental Health Disorders	In-Patient: 100%	In-Patient: 100%	In-Patient: 90%*	In-Patient: 70%*
	Out-Patient: \$20 per visit	Out-Patient: \$20 per visit	Out-Patient: 90%*	Out-Patient: 70%*
Out-Patient Surgery	100%	100%	90% / 10%*	70% / 30%*
Prescription Drug	\$10 Generic	\$10 Generic	\$10 Generic	\$10 Generic
	\$20 Formulary	\$20 Formulary	\$20 Formulary	\$20 Formulary
	\$35	\$35	\$40 Non-Formulary	\$40 Non-Formulary

	Non-Formulary	Non-Formulary		
Mail Order	2x Regular Copay	2x Regular Copay	3x Regular Copay	3x Regular Copay
Office Visit Co-Pay	\$20	\$20	\$20	70% after Deductible
Emergency Room Co-Pay	\$75	\$75	\$50	\$50

* Subject to Deductible

** Benefits are available only if the Birthing Center is part of a participating facility

📍 All HMO Benefits assume patient received a referral from their Primary Care Physician or Woman's Principal Health Care Provider

Appendix D

EXTRA DUTY ASSIGNMENTS

District Operations		
Type	Position	Stipend
Academic Leadership	6-8 Summer Learning Liaison (1 per middle, 1 per magnet)	\$500 per year
Academic Leadership	*Attendance at In-District Professional Learning Beyond WorkDay or Work Year	\$50 up to half day \$100 full day
Academic Leadership	*Curriculum Writing/Translation of Curriculum	\$35 per hour
Academic Leadership	District Department Chairs	\$2,000 per year
Academic Leadership	K-5 Summer Learning Liaison (1 per elementary, 1 per magnet)	\$1,500 per year
Academic Leadership	*MAP Coordinator	\$800 per year
Academic Leadership	Middle School Building Department Chairs	\$900 per year
Academic Leadership	*New Educator Mentor	\$200 per year
Academic Leadership	Planning and Facilitating Summer Professional Learning	\$50 per hour
Academic Leadership	*School Instructional Team Summer Work (SIT)	\$25 per hour
Academic Leadership	SEED Facilitators	\$1,500 per year
Academic Leadership	SEED Planning	\$1,000 per year
Academic Leadership	*Two (2) Social Studies Curriculum Developers	\$2,000 per year
Academic Leadership	*State Testing Coordinator (PARCC/DLM/ACCESS)	\$1,200 per year
Academic Leadership	*Substitute for Building Administrator (if no substitute provided)	\$100 half day \$200 full day
Academic Leadership	Webmaster	\$1,000 per year
Athletics and Recreational Wellness	School-based Middle School Athletic Director	\$1,500 per year
Academic Leadership	Before/After School Tutoring	\$50 per hour
Academic Leadership	Before/After School Trips	\$20 per hour
Academic Leadership	*Overnight Supervision-Bob Gilbert Outdoor Education	\$200 per night
Art & Music	*Evening Music Performance Lead Representative	\$150 per year
Art & Music	*Special School-wide Production Director – 1 event	\$1,250 per year
Art & Music	Special School-wide Event Support – 1 event (up to 5 staff)	\$200 per year
Art & Music	Additional School-wide Special Event Organizer	\$200 per year

Art & Music	*Chorus/Instrumental Music (per chorus/instrumental) Educators may qualify for more than one music stipend if working across buildings or have multiple groups within one school	\$900 per group
Art & Music	*Fine Art Educators Serving as YEA Festival Representatives	\$150 per year
Athletics and Recreational Wellness	Coaching Intramurals	\$40 per hour
Athletics and Recreational Wellness	Interscholastics (Track/Cross Country, Volleyball, Soccer, Basketball)	\$1,250 per year (full season)
Athletics and Recreational Wellness	*Willie May and Ron Risch Track and Field Meet	\$150 per year
Student Clubs and Organization	*Student Clubs Meets at least 30 sessions during the year Meets at least 20 sessions during the year Meets at least 10 sessions during the year	\$750 per year \$500 per year \$250 per year

*Note: If the role is split, the stipend may be split equally between individuals.

Details for Student Clubs:

- Must be pre-approved by building Administrator or District lead for payment
- A session is a minimum of 40 minutes
- Minimum number of average attendance for clubs is with the exception of Park, Rice, JEH, or low incidence students or students with low incidence disabilities
- Attendance needs to be maintained.

Stipends are paid from Curriculum and Instruction and other district department budgets. A joint committee will be established for the 2024-2025 and 2025-2026 school years to review, modify and update stipends. Recommendations, including updates to stipends positions and potential increase to stipend amounts, will begin in the 2026-2027 school year.

The Stipend Review Committee shall recommend to the Superintendent additions, deletions and/or changes in the placement of stipend positions on the stipend schedule on an annual basis. The committee will also review the budget process for stipends on an annual basis and will establish annual procedures for maintaining the stipend budget process. The 2024-2025 and 2025-2026 school years will each have an annual maximum stipend budget of \$500,000. Any portion of the annual stipend budget not spent will roll over into the tuition reimbursement fund for educators and will be available to educators in the 2026-27 school year. The rollover of unused stipend funds into the tuition reimbursement fund for educators will continue for the duration of this Agreement. The tuition reimbursement process will also be reviewed by the committee.

The Committee makeup will be balanced with representatives from and co-chaired by both the District and the Council. The composition of the committee shall include the following:

- Head of Human Relations or designee
- District Athletic Director
- Administration, including representation from elementary, middle school, and magnet
- Building Athletic Director or Coach
- Music/Fine Arts Educator

SIT RESOURCE COMMITTEE SIDE LETTER

The Board and the Council share a vision that all of the District's students should be given the maximum opportunity possible to learn and to achieve to the fullest of their abilities. To that end, the Board and the Council recognize the value of Board, Administration and Faculty collaboration regarding the establishment of Board educational and achievement goals and their implementation.

In keeping with this shared vision, the Administration, Educators, and the Board will participate in collaborative discussions prior to the Board establishing educational and achievement goals. Having had these collaborative discussions, the Council shall play a positive role in working with the Board, the Administration and the Educators in an effort to implement and achieve these goals.

The collaborative effort described above shall include, for example, CAC, SIT Teams, Curricular Committees and other avenues and opportunities for communication and collaboration.

The SIT Resource Committee shall also have an enhanced role regarding this effort:

- The SIT Resource Committee, along with SIT chairs and principals, shall meet in the summer to review the previous year's efforts and effectiveness;
- The SIT Resource Committee will meet on an ongoing basis to provide the necessary support and coordination that keeps SIT focused on District-wide student achievement and the local school's implementation of Board goals.

PLANNING TIME SIDE LETTER

Principals shall be sensitive about educator needs and schedules when scheduling meetings during educator planning time. If educators believe that there is a problem regarding planning time in a particular building, the Superintendent, the DEC President, DEC Building representatives, and the building principal shall meet promptly to resolve the matter.

EARLY RELEASE OPTIONS SIDE LETTER

For the 2024-25 school year, the Board and Council shall task the Staff Development Committee with creating an early release/late start schedule to implement in the 2026-27 school year. The team working on this task will be composed of equal members from the Administration and the Council. Council members shall be representative of all schools, including magnets, JEH, Park and Rice.

The early release model developed by the IBB Early Release Subcommittee will be the starting point, where a schedule that includes a 40 minute early release for students will be used to begin a 75 minute professional learning meeting. The team will make mutually agreed upon recommendations to the Board, Administration in Council by April, 2025. Areas of consideration include but are not limited to ECC scheduling, student instruction and working conditions. After the recommendations are made, the feasibility and acceptability to implement such recommendations for the 2026-27 school year will be reviewed and approved by the Board, Administration, and the Council.

MIDDLE SCHOOL FLEXIBLE SCHEDULE SIDE LETTER

The Board and Council shall create a joint subcommittee for the 2024-2025 school year, composed of equal members from the Administration and the Council, with no more than 8 members from each side. The subcommittee will be jointly co-chaired, with one co-chair representing each side. This subcommittee shall explore schedule options to maximize student learning, engagement, and holistic, positive self-development while maintaining educator workload and planning time.

The work of the subcommittee will be to recommend language changes to the collective bargaining agreement that allow for changes to be made to possible, feasible, and acceptable middle school schedules as well as a recommended implementation timeline. To assess feasibility and the impact on staffing and working conditions, the subcommittee shall draft mock master schedules to actually implement these possible potential schedule options based on current school student and staff populations and current scheduling scenarios.

The subcommittee will have a first meeting within a month of ratification of the collective bargaining agreement and present an update and/or recommendation report to the Board, Administration and the Council before the first Monday of May, 2025. If an update is provided without a recommendation, it must include a date for a future recommendation. Once recommendations are made, the feasibility and acceptability to implement such recommendations will be considered by the Board, Administration, and the Council within three months of the recommendations.

SPECIAL EDUCATION WORKLOAD PLAN SIDE LETTER

The Board and Council agree to develop a comprehensive Special Education Workload Plan in collaboration with the Joint Special Education and Inclusion Committee. This plan will include, but is not limited to:

1. A clear and concise purpose statement
2. Detailed components of a workload plan tailored to the unique needs of each staff group.
3. A timeline specifying the completion and implementation dates.

The Co-Chairs of the Joint Special Education and Inclusion Committee will co-lead the development of this plan, ensuring joint responsibility and alignment throughout the process.

The subcommittee will have an initial meeting within a month of ratification of the collective bargaining agreement and present a recommendation to the Board, Administration, and the Council before the first Monday of May 2025. Once recommendations are made, the Board, Administration, and the Council will consider the feasibility and acceptability of implementing such recommendations within three months of the recommendations. The workload plan will be implemented at the start of the 2025- 2026 school year.