FINAL OFFICIAL COPY

HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86

NEGOTIATED CONTRACT

BETWEEN THE
BOARD OF EDUCATION, DISTRICT 86
AND THE
HINSDALE HIGH SCHOOL
TEACHERS ASSOCIATION, INC.
HINSDALE, ILLINOIS

Hinsdale Township High School District Number 86 5500
South Grant Street
Hinsdale, Illinois 60521
Telephone: (630) 655-6100

2023-2027

CONTRACT

BOARD OF EDUCATION OF DISTRICT 86

AND

HINSDALE HIGH SCHOOL TEACHERS' ASSOCIATION, INCORPORATED

This Contract is made and entered into by and between the Board of Education of Hinsdale Township High School District No. 86 and the Hinsdale High School Teachers' Association, Incorporated.

For the Hinsdale High School Teachers' Association, Inc.:

[redacted]

Rick Cazzato, HHSTA President — 3-14-2023 Date

[redacted]

Janelle Hoeksema, HHSTA President — 3/13/23 Date

[redacted]

Amanda Burton, HHSTA Chief Negotiator — 3/14/23 Date

For the Board of Education of Hinsdale Township High School District 86, DuPage and Cook counties, Illinois:

[redacted]

Erik Held, President — 3/9/23 Date

ATTEST [redacted]

Terri Walker, Secretary — 3/9/23 Date

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PREAMBLE

Recognizing that the prime purpose of the Hinsdale Township High School District 86 (hereinafter "District") is to provide education of the highest quality for the children of the District, we, the undersigned Parties to this Agreement, agree to the following principles:

A. The Board, elected by the citizens of the District, is a public body established under and with duties, powers, responsibilities, and rights provided by the laws of the State of Illinois and the applicable rules and regulations of administrative agencies issued under such laws.

B. The Superintendent of the District (hereinafter the "Superintendent") is the executive officer of the Board and as such administers and directs the operation of the District in accordance with the policies and decisions of record of the Board.

C. Although the Employees of the District share with the Board and the Superintendent responsibility for providing to students of the District education of the highest quality consistent with the policies of the Board, the Employees have the major role in direct contact with students.

D. The Board and Association recognize that the basic duty of each Employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education of students enrolled in the District.

E. The Board and Association acknowledge the importance of cooperation and mutual respect, which enables a professional culture that promotes the best interests of the students.

F. The Board and Association shall endeavor to provide students an environment of educational excellence that considers the efficient use and sustainability of District resources.

G. The Board and the Association affirm their continued support of a policy of no discrimination on account of race, religion, color, national origin, ancestry, sex, sexual orientation, marital status, order of protection status, age, military status or disability.

ARTICLE 0 Definitions

0.1 "District" as used herein shall mean Hinsdale Township High School District 86.

0.2 "Board" as used herein shall mean the Board of Education of the District.

0.3 "Association" as used herein shall mean Hinsdale High School Teachers Association, Incorporated, IEA/NEA, its officers and members.

0.4 "Administration" as used herein shall mean the District Superintendent, assistant superintendent, Chief Financial Officer, Chief Human Resources Officer, principals, assistant principals, athletic directors, directors of guidance and counseling, directors of special education, and directors of deans.

0.5 "Employees" as used herein shall mean professional personnel employed by the Board and within the negotiating unit.

0.6 "School Year" as used herein shall mean the period beginning with the first day and ending with the last day that Employees are required to be in attendance as established by the approved school calendar.

0.7 "JNC" as used herein shall mean the Joint Negotiating Committee, which is composed of the members of the Board Negotiating Committee (not more than seven members) and the members of the Association Negotiating Committee (not more than seven members). An agreed upon number of non-participating observers may be approved by the JNC.

0.8 "Assigned Instructional Period" as used herein shall be a period of not less than fifty (50) minutes on a regular daily basis of classroom instruction of students unless an exception is set forth in this Agreement. In the event the Superintendent releases in writing an Employee on a regular basis from an Assigned Instructional Period in return for an assignment of sponsorship of not less than fifty (50) minutes daily, such released period shall be considered an Assigned Instructional Period for these purposes.

ARTICLE I Recognition

1.1 The Board hereby recognizes the Association as the exclusive representative of the following negotiating unit of Employees: all regularly assigned full-time and part-time licensed Employees, excluding the Superintendent, assistant superintendents, Chief Financial Officer, Chief Human Resources Officer, principals, assistant principals, athletic directors, directors of guidance and counseling, directors of special education, directors of deans, and any other administrative personnel within the immediate jurisdiction of the Superintendent excluding substitutes and aides.

1.2 All matters which have been negotiated and agreed to by the Parties hereto are set forth in this Contract. This Contract shall be the sole source of the rights of the Association and any Employee covered by this Contract and shall supersede all prior oral or written agreements between the Parties.

1.3 No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any Employee or group of Employees by the Board or any of the Board's agents or representatives, unless it has been made, ratified, and agreed to in writing by the Board and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein.

1.4 The terms and conditions of this Agreement shall be reflected in individual Employee contracts.

1.5 No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

ARTICLE II Continuous and Uninterrupted Service

During the term of this Agreement, neither the Association nor any of the Employees covered by this Agreement will instigate or participate in any strike, sympathy strike, or any other intentional interruption of the operations of the District.

ARTICLE III Term of Contract

This Contract shall be effective as of the 1st day of July, 2023 and shall remain in full force and effect until June 30, 2027.

This Contract shall be automatically renewed from year to year unless either party shall notify the other in writing of its desire to terminate or modify this Contract at least ninety (90) days prior to the expiration date of this Contract, or the expiration date of any renewal term hereof.

If negotiations for a new Agreement have not been completed prior to the beginning of the 2027-2028 School Year, each Employee will be paid for services rendered during the 2027-2028 School Year on the basis of his/her individual base salary, compensation for other assignments (Article XI), and fringe benefits (Article XV) for the 2026-2027 School Year until a settlement has been reached.

ARTICLE IV Negotiations

4.1 The initial meeting of the JNC shall be convened no later than sixty (60) days after receipt by either party of written notice from the other party of its readiness to commence negotiations for a successor Agreement. Such notice will be provided in the last year of the current Agreement.

4.2 The Board and the Association shall participate in good faith negotiations with respect to salaries, fringe benefits, conditions of employment and grievance procedures at mutually satisfactory times and places.

4.3 Prior to any negotiations concerning any change or addition requested by either party, the requesting party shall submit in writing to the other party the proposed language of the new, amended or modified Article or subdivision to be included in this Contract. As each proposal or deletion thereof is tentatively agreed upon by both Negotiation Committees, the respective Chair will sign a written copy of each of the agreed upon Articles or subdivisions or the withdrawal of the notice of the party's desire to terminate, modify or amend an Article or subdivision, as the case may be, prior to the adjournment of the meeting. In the case of withdrawal, the original Article or subdivision shall remain in full force and effect as though no notice had been given in respect thereto.

4.4 When all requested changes or additions to the Contract have been resolved, either by withdrawal or other agreement, the entire package of agreed to changes or modifications to the Contract shall be submitted to the Association and Board membership by the respective Negotiating Committees, recommending its acceptance. Upon ratification of the tentative agreement by the Association, the Association will notify the Board Negotiating Committee who shall then present the tentative agreement to the Board for ratification. Upon approval by both the Board and the Association, the modified and/or amended Contract shall be immediately signed by both Parties.

4.5 Should either Party fail to ratify the entire package as provided in Article 4.4, then only those issues previously negotiated by the Parties shall be subject to further negotiations. Negotiations will be resumed at a mutually agreeable time.

4.6 If agreement is not reached within forty-five (45) days of the scheduled start of the forthcoming school year, either Committee may thereafter declare to the other in writing that an impasse exists and call for a mediator. If this occurs, the JNC shall request the Federal Mediation and Conciliation Service to appoint a mediator from its staff to assist the Parties. The mediator shall meet with the Committees, either jointly or separately, and shall take such steps as may be appropriate to assist the Parties in resolving their differences. The mediator shall have no authority to make any findings of fact or recommend terms of settlement unless both Parties request, in writing, that the mediator perform such functions.

4.7 When both Parties have executed the agreed-upon Contract, the Board shall prepare and distribute to all Employees a copy thereof. Thirty (30) additional copies per Contract Year shall be given to the Association.

ARTICLE V Work Day

5.1 The Basic Work Day of full-time Employees shall minimally include fifty (50) minutes of duty-free time for lunch. Employees shall be present a minimum of fifteen (15) minutes before the start of the first instructional period and for a reasonable time after the end of the last instructional period each day, using their professional discretion, in order to ensure the performance of their professional duties.

5.1.1 Each full-time instructional Employee shall be assigned a maximum of five (5) Assigned Periods on a regular basis. As long as the best interests of the District's educational program are not adversely affected, the Administration will try to avoid assigning full-time Employees on a regular basis to two (2) or more student supervision periods. Any Assigned Period in excess of five (5) on a regular basis shall be compensated as provided in Article X.

5.1.2 Each full-time instructional Employee, absent unusual circumstances such as test proctoring, assemblies, and pep rallies shall have at least two (2) periods equal in length to two (2) instructional periods during each full student attendance School Day for preparation purposes. Each day, each Employee will be available to meet with students and parents to provide academic or other assistance to students. The time and location for such assistance will be scheduled with the students and/or parents.

5.1.2.1 Full-time Employees shall not be assigned supervisory duties out of doors without their consent.

5.1.3 Employees are expected to devote substantially all non-assigned time during the Basic Work Day to activities related to classroom instruction or professional responsibilities. Employees shall not engage in activities concerning outside occupational interests, excluding their duty-free lunch, during the Basic Work Day. Employees may be permitted to leave the building during non-assigned time provided they have received permission from the principal, assistant principal or their designees. Permission will not be unreasonably or arbitrarily denied.

5.1.4 The Administration may modify the Basic Work Day for one day each semester for Parent-Teacher Conferences and one day in the first quarter for Open House in order to schedule hours convenient to parents. Parent-Teacher Conferences and Open Houses shall end no later than approximately 9:00 pm. An Employee may request to start his/her basic workday earlier than the regularly scheduled starting time. Any Employee whose request for a modified schedule is approved shall nevertheless be responsible for attending any faculty meetings, Parent-Teacher Conferences, Open Houses, etc., that may be scheduled.

5.1.5 An Employee shall be consulted prior to being assigned to teach more than three (3) consecutive class periods.

5.1.8 Early Release/Staff Collaboration for 2023-2024 (For South and Central High Schools)

Effective for the 2023-2024 School Year, the District will provide at least twenty-eight (28) early release days to allow for staff collaboration. The District will endeavor to schedule the early release days on a weekly basis. Students will be dismissed at 1:55 p.m. on early release days. Employees will engage in building/District directed staff collaboration from 2:15 p.m. to 3:15 p.m.

In addition, the District will provide three (3) District directed District Improvement Days ("DIP"). Students will be dismissed at 12:35 pm on DIP days which will be scheduled on Fridays.

5.1.9 E-Learning Days

The School Calendar contains five (5) emergency days to be used in the event instructional days are canceled due to an emergency (including but not limited to inclement weather). The District and the Association agree that the District may replace any regular student attendance day canceled due to an emergency with E-Learning Days. The concept of E-Learning days is that students shall complete learning activities from home due to the emergency closing of school. E-Learning Days shall be utilized in compliance with and will adhere to the District's approved E-Learning Plan.

Should any changes to the E-Learning Plan be required, such changes must be mutually agreed upon by the Board and the Association.

5.2 Unless excused by the Administration, Employees shall attend all meetings scheduled by the Administration outside the Basic Work Day. No meeting shall be scheduled for Saturday, Sunday, Vacation, or Holidays. These meetings shall include, but not be limited to, student conferences, parent conferences, departmental, building and District meetings. Where possible, Administration shall give Employees three (3) days prior notice of such meetings. Such "meetings" do not include any extracurricular paid duties that are covered by other provisions.

5.2.1 In the event there is a need for scheduled departmental, building or District meetings to extend outside the Basic Work Day, "Extra Time" shall be computed from the time the Employee is scheduled to be at a meeting until the time Employee is permitted to leave. Where the Administration modifies the Basic Work Day for Parent-Teacher Conferences, the time for such Parent-Teacher Conferences shall not be considered Extra Time. Extra Time shall be computed to the nearest one-half (1/2) hour.

5.2.2 In the event any Employee is expected to attend meetings as defined in Section 5.2 or other emergency student situations (as defined on 5.2.6) that arise outside the Basic Work Day totaling Extra Time in excess of ten (10) hours per School

Year, such Employee shall receive compensatory time off in an amount that equals the Extra Time in excess of ten (10) hours. Such compensatory time must be taken in increments of not less than 30 minutes. Employees must give their direct supervisor one day's prior written notice of their intent to take compensatory time. Compensatory time may not be taken if a meeting or other professional assignment is scheduled for that time.

5.2.3 To deal with the unique situation involving counselors, counselors who are required to attend evening meetings directly related to their duties and responsibilities as counselors, which other Employees are not required to attend, shall receive compensatory time for all hours so worked. No individual counselor shall be required to attend more than ten (10) evening meetings (i.e., meetings that commence after the end of the Basic Work Day) which directly relate to his/her duties and responsibilities as a counselor, not to exceed forty (40) hours total per school year. This limitation only applies to duties and responsibilities that are not otherwise required of other teachers (i.e., non-counselors). Any such compensatory time shall be scheduled as mutually agreed by the counselor and the Principal or designee, with the understanding that compensatory time may not be used to extend vacation periods. While not required, a counselor may voluntarily choose to work beyond ten (10) events annually if the counselor requests and is approved by their supervisor. Additional compensatory time hours beyond forty (40) can be accrued if the counselor chooses to take on additional evening assignments with the approval of their supervisor.

5.2.4 To deal with the unique situation involving counselors, counselors who are required to attend evening meetings directly related to their duties and responsibilities as counselors, which other Employees are not required to attend, shall receive compensatory time for all hours so worked. No individual counselor shall be required to attend more than ten (10) evening meetings (i.e., meetings that commence after the end of the Basic Work Day) which directly relate to his/her duties and responsibilities as a counselor, not to exceed forty (40) hours total per school year. This limitation only applies to duties and responsibilities that are not otherwise required of other teachers (i.e., non-counselors). Any such compensatory time shall be scheduled as mutually agreed by the counselor and the Principal or designee, with the understanding that compensatory time may not be used to extend vacation periods. While not required, a counselor may voluntarily choose to work beyond ten (10) events annually if the counselor requests and is approved by their supervisor. Additional compensatory time hours beyond forty (40) can be accrued if the counselor chooses to take on additional evening assignments with the approval of their supervisor.

5.2.5 In the event earned compensatory time is not taken by the Employee during the Work Year, a maximum of twenty-five (25) hours of compensatory time may

be carried over to the following school year. In the event that the twenty-five (25) hours of compensatory time carried over to the following school year are not used in that following school year, the carried over compensatory time shall be forfeited and no longer available for use.

5.2.6 Special education teachers and the Special Education Administrator will work together to build time into special education teachers' work year for case management duties and for co-planning time with regular education teachers.

5.2.7 Employees may be expected to attend emergency student situations not on school premises (i.e., social worker attending to a hospitalized student) both during and outside the Basic Work Day. In such situations, the Employee shall consult with an administrator as soon as possible to clarify what is further expected of the Employee.

5.3 If there is a need for internal substitutes, the Administration shall first seek volunteers within the absent person's department. If there are not a sufficient number of volunteers, Employees may be assigned by the Administration as internal substitutes but only during periods when they do not have an assigned class of their own. The assignments of Employees on an involuntary basis shall be done on a fair and equitable basis. The rate of pay for internal substitution per class period shall be $43.44 for the 2023-2024 School Year. For the remaining years of this Agreement, this rate will be increased at the same percentage increase applied to the base salary for each year of the Agreement. If an Employee assumes teaching duties (e.g., planning, teaching, grading) for another teacher who is out in a sudden or planned capacity beyond fifteen (15) consecutive work days, the rate of pay shall be in accordance with Sections 10.6 and 10.7 of this Agreement and shall be effective on the first day of the internal substitute assignment(s). Such payment under Sections 10.6 and 10.7 shall be paid even if the Employee who was expected to be on leave for at least fifteen (15) consecutive work days returns prior to missing fifteen (15) consecutive work days.

5.4 No regularly scheduled instructional period will begin before 7:00 a.m. nor end after 3:30 p.m. without the consent of the assigned Employee.

5.5 Part Time Teacher - Ancillary Responsibilities. Each Department Chair or Supervisor shall arrange to meet with their part time teachers at the beginning of the school year or, where possible, at the end of the prior school year to establish those additional ancillary responsibilities (e.g., department meetings, ALICE training, and collaboration days/times) in which the part time teacher shall be required to engage regardless of scheduled work hours. However, the Department Chair or Supervisor first shall identify an approximate number of hours for such activities typically required of full-time teachers and then prorate the number of such hours for the part time teacher based on the full time equivalent (1.0 FTE) of the part time teacher. (For example, if the full-time teacher typically is expected to engage in ancillary responsibilities of 50 hours per work year, a 0.5 FTE part time teacher shall be required to engage in 25 hours per work year.)

Once the prorated part time hours are determined, the Department Chair or Supervisor and the part time teacher shall work collaboratively to develop a plan to allocate said prorated hours among the various ancillary responsibilities.

5.5.1 It is understood that all part time teachers shall be required to attend parent teacher conferences, curriculum night, institute days and collaboration days as designated by the District calendar.

5.5.2 It is understood that parent teacher conferences and curriculum nights are already prorated based upon a part time teacher's schedule and therefore, will not be included in the calculation of required prorated number of hours for ancillary responsibilities.

5.5.3 Attendance by part time teachers at institute days and collaboration days shall be included in the calculation of required prorated number of hours for ancillary responsibilities.

5.5.4 Regardless of the part time teacher's work schedule, such teacher shall be responsible for obtaining any information from any meetings that the teacher was not required to attend.

ARTICLE VI Reduction-in-Employee Staff

6.1 In the event the Board determines that there shall be a reduction in the Employee staff, the Administration shall determine the staffing requirements on a department-by-department District-wide basis in accordance with the curriculum offered, the projected registration requirements of the students and the directive of the Board. The reduction of full-time Employees in each department in which there is to be reduction shall be in the following order provided that retained Employees in each department are qualified to teach the subject, as described in the current Illinois Program for Evaluation, Supervision and Recognition of Schools (formerly SBE #1) to be offered. Qualified as used herein shall mean meeting the current certification standards.

6.1.1 Employees shall be released in the sequence provided by Section 24.12 of the Illinois *School Code* (105 ILCS 5/24-12).

6.1.2 Employees in groups 3 or 4 of the sequence of honorable dismissal list shall be reduced on the basis of seniority points, those with the fewest seniority points being released first, provided that prior to the reduction the retained Employees have previously taught the subject in the District, as defined by the current Illinois Program for Evaluation, Supervision and Recognition of Schools and, if retained in a department different than the current assignment, have been determined by the Administration to currently possess the necessary skills and abilities to meet the District's performance expectations to teach the subject matter in the other department. Additional education or training may be required to teach in another department. Seniority points shall be awarded as follows:

6.1.2.1 0.5 (1/2) point for each full School Year employed by the District.

6.1.2.2 0.5 (1/2) point for each full School Year in the Department.

6.1.2.2.1 In the event Employee has been assigned to two or more departments prior to the reduction, the points earned under 6.1.2.2 since employed by the District shall be used in both departments.

6.1.2.3 Four (4) points for a Master's degree in the subject matter taught or in the field of education. These points shall be used only after four (4) years of service in the District.

6.1.2.4 Eight (8) points for a doctorate degree in the subject matter taught or four points for a doctorate degree in the field of education. These points shall be used only after four (4) years of service in the District.

6.1.2.5 0.2 (2/10) points, maximum, for each school year in which Employee has sponsored or coached at least one extra-curricular activity and/or for each summer school term taught. 0.1 (1/10) points will be given for coaching a single sport or sponsorship of any activity lasting a semester or less and/or each summer school semester course taught. 0.2 points will be given for coaching more than one sport or sponsoring a year-long activity.

6.1.3 If two (2) or more Employees otherwise have equal seniority and one (1) or more is to be honorably dismissed, seniority order shall be determined by, in order:

6.1.3.1 Most teaching experience in the Employee's current area of assignment in this District.

6.1.3.2 Highest earned degree.

6.1.3.3 Most credit hours beyond the degree.

6.1.3.4 Lot.

6.1.4 The sequence of honorable dismissal list shall be distributed to the Association no later than seventy-five (75) calendar days before the last student attendance day of each school year. Criteria for developing these lists shall include:

6.1.4.1 The current year's activities and degrees will be included in calculating the number of seniority points. Only those degrees earned by the first day of the school year and for which documentation is submitted to the District by December 1st will be included. In addition, activities to be supervised throughout the current school year will be included, with the understanding that corrections will be made for any changes that may occur subsequent to the distribution of the seniority lists.

6.1.4.2 Only Employees working more than one hundred thirty-five (135) days will be granted seniority credit for that school year.

6.1.4.3 Part-time Employees in the negotiating unit will accrue seniority points in proportion to the time worked. Example: An Employee who is employed to teach two classes will accrue 40% of the seniority points that a full-time Employee would receive under 6.1.2.1 and 6.1.2.2.

6.1.4.4 Credit for coaching or supervising an activity will be given only during the time Employees are in the negotiating unit.

6.1.4.5 Part-time Employees in the negotiating unit will earn seniority points under Section 6.1.2.5.

6.1.4.6 Whereas administrators who are not in the negotiating unit will not be listed on any seniority list, it is understood that such administrators who hold tenure as teachers in the District earn seniority points for the full school year that they are employed by the District in accordance with subsection 6.1.2.1, as well as retain any seniority points they earned if they were previously employed by the District in a position included in the negotiation unit.

6.2 Within one year after the reduction, should the Board increase the number of Employees or if an Employee resigns or if by other reason a vacancy is created, re-employment shall be offered to reduced teachers in accordance with the provisions of Section 24-12 of the Illinois *School Code* (105 ILCS 5/24-12) provided the Employee is qualified according to 6.1, 6.1.2 and 6.1.3 to fill such vacancy.

6.2.1 The Board shall notify the reduced Employee of the re-employment offer by registered letter addressed to the last address provided by the Employee. The reduced Employee shall notify the Board within seven (7) calendar days from the date of receipt of his/her intention to accept the offer of employment. If an Employee fails to notify the Board, the Employee shall forfeit all rights under Article 6.2 and will no longer be eligible for recall.

6.2.2 Employees will be eligible for any vacant position for which they are qualified at the time of notice of vacancy. Employees are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination.

6.2.3 An Employee may elect to be passed over one time, due to being under a non-breakable employment contract in another school district. In this case the Employee retains his/her position on the recall list and the Board will offer the position to the next most senior qualified Employee.

6.2.4 Temporary positions will be first offered to Employees with recall rights in the same order as for permanent positions. Acceptance of a temporary position will not affect the recall rights of Employees.

6.2.5 Seniority, accumulated sick leave, and salary schedule position will be retained until recall.

6.3 Employees who are on an approved leave of absence shall be subject to this Article.

6.4 It is expressly agreed that this Article will not be interpreted or applied to impair the operation of any affirmative action program of the Board.

ARTICLE VII Employees' Personnel Files

7.1 Employee's personnel file shall be maintained in the Administrative Office.

7.1.1 All materials placed in the Employee's file subsequent to the Employee's employment shall be available for inspection provided the Human Resources Office receives at least three (3) working days' written or email notice prior to the inspection. A representative of the Association or independent counsel may accompany the Employee if the Employee so advises the Human Resources Office in the notice.

7.1.2 Any material originating after employment in the District that is evaluative in nature shall be reviewed with the Employee prior to placement in Employee's personnel file and a copy of such material shall be given to Employee.

7.1.3 Within twenty (20) Employee working days (excluding summer school) of the placement of evaluative material in an Employee's personnel file, such Employee shall have the right to submit to the Human Resources Office an answer to such material in writing and such answer shall immediately be placed in the Employee's personnel file.

7.2 In the event an Employee disciplinary hearing is held by the Board, a committee of the Board Members, or the Administration upon instruction by the Board, the Employee shall be given reasonable prior written notice of the nature of the charges. The Employee shall have the right at such hearing to be represented by the Association or independent counsel.

7.2.1 If a criminal charge is brought against an Employee and the charge is dismissed or the Employee is subsequently found not guilty, the Board shall thereafter delete from the Employee's personnel file within five (5) working days any specific reference to the criminal charge and shall not rely on said criminal charge in any other proceeding.

7.2.2 In the event a disciplinary charge is brought against an Employee by any other person and the Employee is subsequently cleared of the charge in a disciplinary hearing, all reference to the charge will be removed from the Employee's file within five (5) working days thereafter.

ARTICLE VIII Length of Work Year

The length of the school year shall not exceed one hundred eighty-four (184) working days, excluding any day originally scheduled as a working day which is canceled because the Superintendent determines there is an emergency (e.g., snow day) and further excluding three (3) orientation days for all new Employees prior to the opening of the school.

In any school year during which ALICE training is not required, one hundred eighty (180) of the one hundred eighty-four (184) working days shall be student attendance days. Two (2) of the one hundred eighty-four (184) working days shall be institute days. Two (2) of the one hundred eighty-four (184) working days shall be teacher collaborative workdays. One (1) teacher collaborative workday shall be scheduled directly prior to the first student attendance day of the first semester, and the other shall be scheduled directly prior to the first student attendance day of the second semester.

In any school year during which ALICE training is required, one hundred seventy-nine (179) of the one hundred eighty-four (184) working days shall be student attendance days. Two (2) of the one hundred eighty-four (184) working days shall be institute days. Two (2) of the one hundred eighty-four (184) working days shall be teacher collaborative workdays. One (1) of the one hundred eighty-four (184) working days shall be an ALICE training day. One (1) teacher collaborative workday shall be scheduled directly prior to the first student attendance day of the first semester, and the other shall be scheduled directly prior to the first student attendance day of the second semester.

Recognizing the importance of teacher collaboration and preparation and its effect on student learning, teacher collaboration days shall be used for meeting with curricular teams and preparing for classes. No mandatory District or school-wide faculty meetings will be scheduled on teacher collaboration days, unless mutually agreed upon by the Superintendent and the HHSTA presidents. Faculty members will provide plans to their department chairs as to how this meeting time will be spent.

ARTICLE IX Association and Teacher Rights

9.1 The District will convene an advisory school calendar committee on an annual basis to meet and confer as a committee after which the committee will provide input to the Board of Education regarding the school calendar. The Board reserves its right to make the final decision regarding the school calendar. This committee will include at least as many Association representatives as there are administrators.

9.2 The Association will be provided time to participate in new Employee orientations and the first Institute Day for the purpose of introducing Association leaders and explaining the Association's programs and services. Such meetings shall be scheduled by mutual agreement.

9.2.1 Association meetings may be held starting fifteen (15) minutes after the last instructional period of the school day.

9.3 The Association will be provided with office space in each high school building reserved for the purpose of conducting internal Association business.

9.4 Upon request of the Association and upon approval of the appropriate building principal, the Association shall be granted permission to use District buildings at reasonable times that will not interfere with or interrupt school operations to transact official Association business, provided such approval shall not be arbitrarily withheld.

9.5 The Association President or his/her designee shall have the right to communicate with Employees covered by this Agreement using the available resources (including but not limited to mailboxes, telephones, and e-mail) about legitimate Association activities.

9.6 Upon reasonable request, the Association will be permitted to have materials duplicated on District duplicating equipment, provided that the Association shall pay a reasonable charge for such duplicating services.

9.7 The Association will be provided with a maximum of one hundred eighty (180) hours of released time per year for the purpose of conducting Association business. Hours used in excess of one hundred twenty (120) shall require the Association to reimburse the District for the cost of any substitute required, provided such reimbursement shall be at the rate for external substitutes pro-rated to the day or period(s) used. Released time used will, wherever possible, be scheduled to minimize the impact on students. The appropriate Association representative shall submit to the building principal a request in writing at least two (2) working days prior to the desired use of this time. For the purposes of this section only, one day shall equal seven and one half (7 1/2) hours.

Commencing with the 2021-2022 school year, the two (2) Association Presidents shall each receive 0.2 FTE released time during the school year (for a combined total of 0.4 FTE between the two Presidents) with no loss of salary or benefits and beyond the

aforementioned one hundred eighty (180) hours. The Presidents' released time is for purposes of conducting Association business and meeting regularly with the Superintendent and Building Administration to discuss issues of mutual concern. The 0.2 FTE released time for each President will be scheduled by mutual agreement of the Superintendent, Building Administration and Association Presidents. The Association will reimburse the District for 0.2 FTE of the combined total 0.4 FTE released time in the amount of 0.2 FTE of the annual salary for a teacher placed on MA+6 of the salary schedule applicable for the year during which the released time is received. The reimbursement will be paid to the District by June 30th each school year.

9.8 Whenever a conference between an Employee and an administrator is held in which there is a discussion of a potential disciplinary action (e.g., termination, dismissal, suspension, or a written reprimand that is to be part of the Employee's personnel file), the Employee shall have the right to have an Association representative present upon request.

Employees will be given notice of such conferences at least one (1) business day prior to the conference in order to arrange for Association representation. Such prior notice shall be given in writing or by e-mail and include the topic of the conference. If the Administration and the Employee agree, the conference may occur sooner than one (1) business day after notice of the conference is given to the Employee. Should an emergency necessitate less than one (1) business day notice, the Administrator conducting the conference will inform the Employee of his/her right to Association representation before conducting the conference and, if Association representation is requested, wait for that representation to arrive before continuing the conference. A conference to discuss an Employee's evaluation shall not be construed as the discussion of a potential disciplinary action.

9.9 In order to maximize the creative resources of the District, promote shared leadership and enhance collaboration, annual and ad hoc committees may be established from time to time. To maximize meaningful collaborative efforts, each committee shall be established by mutual agreement as follows unless the HHSTA Presidents and the Superintendent or designee mutually agree that this Section 9.9 shall not apply:

9.9.1 At least ten (10) business days prior to convening any committee, the responsible Administrator and Association President(s), or designee(s), will meet to discuss the following committee requirements:

- Type of committee (annual or ad hoc);
- Specific charge/purpose;
- Estimated number/frequency of meetings;
- Suggested timeline for completing committee work;
- An articulation of the number of committee members and the process for their selection, provided that 50% of the bargaining unit members of any committee will be chosen by the Association Representative;

- Statement of committee authority (i.e., decisional or advisory); and
- Specification of resources needed, if any, for the committee to function.

As a result of this meeting, a written record of the above requirements shall be collaboratively agreed to and posted on the District intranet.

9.9.2 Each committee will be required, as part of its charge and work, to:

- Specify whether committee recommendations have the potential to affect teacher working conditions;
- Include an evaluation component to assess possible implementation of committee recommendations if adopted; and
- Publish minutes of all committee meetings including roll-call of those in attendance.

A copy of the above information shall be shared with the Association President or posted on the District intranet.

9.9.3 Each committee will be required to use a collaborative decision-making model. To that end, it may be necessary to provide training in collaborative problem-solving techniques.

9.9.4 Work done in sub-committee shall be subject to agreement of the committee of the whole.

9.9.5 Committee Duration: Committees shall exist until their specific charge/purpose is complete. Committees that have not completed their specific charge/purpose by the end of the school year shall be reevaluated at the beginning of the following school year by the responsible Administrator and Association President(s) or his or her designee, as stated in 9.9.1.

9.10 The Board shall, from time to time in response to reasonable written requests, furnish (electronically whenever possible) information which may be necessary for the Association to process a grievance or to otherwise fulfill its obligations as the exclusive bargaining representative of the Employees covered by this Agreement, provided that nothing herein shall require the Board to collate or compile data. The Association agrees to reimburse the Board for the reasonable cost of copying documents in response to Association requests.

9.11 Non-employee representatives of the Association shall be permitted to transact Association business on school property involving Employees covered by this Agreement, provided any such non-employee representatives shall advise the school office of their presence upon entering the building. While on school property, non-employee representatives shall not interrupt or interfere with normal school activities.

9.12 Association Officership Leave. An unpaid leave of absence of up to three (3) years shall be granted to any tenured teacher upon application for the purpose of serving in an elective office in the National Education Association or the Illinois Education Association. Seniority, accumulated sick leave, and salary schedule position will be retained upon return from such a leave.

9.13 Academic Freedom. The Board will publish in the Faculty Handbook each year the Board's policy concerning academic freedom as it then exists. The Board's policy concerning academic freedom shall not be subject to the grievance procedure set forth in this Agreement (Article XIV).

9.14 Discipline. Enforcement of discipline (e.g., suspension without pay and a written reprimand) shall be for just cause. It is specifically agreed that this section shall not apply to a decision by the Board to terminate or dismiss an Employee where the Employee has the right to a hearing pursuant to the hearing officer provisions of the *School Code* or to a decision by the Board to terminate or not renew the contract of an Employee who has not attained tenure and either such decision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

9.15 Association Officers. Provided the Board is notified by March 1st of the names of the Association Officers for the following School Year, the Board will make every reasonable effort to schedule one (1) preparation period for the Officers at the same approximate time.

ARTICLE X Compensation

10.1 Attached at the end of this Article is the salary schedule for the 2023-2024 School Year.

The salary schedule for the 2024-2025 School Year shall be published if the Parties to this Agreement agree to a new work day schedule commencing in the 2024-2025 School Year (which must be aligned with Options 1 or 2 as set forth on Appendix A). If the new work day schedule includes Employees performing additional supervisory duties within the work day without extra compensation (i.e., hall supervision, assigned to support programs, assigned to academic labs, etc.), the base salary will be increased by 95% of "consumer price index" ("CPI") as that term is defined within the *Property Tax Extension Limitation Law* ("PTELL") with a ceiling on the CPI of no more than 5% (which is a base increase of 4.75%). If it does not include unpaid supervision, the base salary will be increased by 75% of CPI as that term is defined within the PTELL with a ceiling on the CPI of no more than 5% (which is a base increase of 3.75%). The Parties shall vote to approve the new work day schedule on or before January 30, 2024. If the Parties fail to timely approve the new work day schedule, the base salary shall be increased by 3.75%.

For the 2025-2026 and 2026-2027 School Years, each cell of the salary schedule shall be increased by 75% of the CPI as that term is defined within the PTELL with a ceiling on the CPI of no more than 5%.

For each year of this Agreement, Employees who are eligible for step movement shall move up a step each school year.

All Employees shall be placed on the applicable salary schedule in accordance with the following conditions:

10.1.1 All Employees without previous teaching experience or related service experience relevant to their position shall be placed on Step 1.

10.1.2 Starting with the 2016-2017 School Year, if there is any school year(s) in which the Employee has not been rated "Proficient" or "Excellent," the Employee shall not advance a step in the following school year. Thereafter, if the Employee receives two successive proficient and/or excellent summative evaluations, the Employee shall regain any lost steps but shall not recover prior lost earnings.

Example:

Step	Year	Rating
8	2023-2024	Needs improvement
8	2024-2025	Proficient
9	2025-2026	Proficient (second year of proficient, Employee regains lost step the next year)

10.1.3 The number of years of full-time teaching experience in other districts, if any, which the Board has accepted upon hiring of such Employee shall determine the Employee's initial placement on the salary schedule, subject to Section 10.1.1 above. However, a new Employee will not be placed at a step higher than a District Employee of equivalent experience (e.g., if a teacher had 10 years' total teaching experience in other districts, but the District only accepted 6 years' experience, then the 6 years granted plus any additional years worked in the District will be considered when determining what is equivalent experience). The limit of equivalent experience may be waived for "hard to fill" positions. At least annually, the Administration and HHSTA shall meet to mutually determine which positions are deemed "hard to fill."

10.1.4 Unless qualified for an advanced lane, Employees shall be assigned to the B.A. lane.

10.1.5 If an Employee has submitted to the Administration prior to July 1st of any Contract Year a letter of expectation concerning his/her advancement to a higher lane, he/she shall be advanced, after submitting from accredited college or university proof of:

10.1.5.1 Receipt of a Graduate degree at the Master's level in a discipline approved by the Superintendent to the M.A. lane.

10.1.5.2 Thirty (30) semester hours of graduate credit over and above his/her M.A. degree in courses having received prior written approval by the Superintendent to the M.A.+30 lane.

10.1.5.3 Receipt of an earned Doctorate degree, in his/her field, or sixty (60) semester hours of graduate credit over and above his/her M.A. degree in courses having received prior written approval by the Superintendent, to the Ph.D./ M.A.+60 lane. Semester hours of graduate credit above thirty (30) will only be counted if approved and earned after September 1, 1984.

10.1.5.4 In counting the number of hours over and above an Employee's M.A. for purposes of both Sections 10.1.5.2 and 10.1.5.3, effective at the commencement of the 1996-1997 School Year, where an approved program for a Master's degree requires course work beyond a normal Master's degree program (i.e., beyond thirty-three (33) semester hours), upon receipt of the Master's degree, the Employee shall be given credit for any required semester hours beyond the thirty-three (33) needed to obtain the Master's degree.

Example: If an approved Master's degree program requires forty-nine (49) semester hours, after the Employee receives the Master's degree, the sixteen (16) additional credit hours shall be counted towards the number of credit hours needed over and above the M.A. in order to move to the M.A.+30 lane or to the Ph.D./M.A.+60 lane.

10.1.5.5 For the purpose of advancement on the salary schedule, up to six (6) hours of graduate credit may be earned for District-designated Hinsdale School District 86 Academy Workshops. One semester of graduate credit will be granted for each fifteen (15) hours of workshop contact and upon successful completion of all workshop requirements. Hinsdale Academy hours taken prior to the awarding of a Master's degree may be applied to the post-Master's lane change (MA + 30) if the academy workshop was taken while the Employee was in the Master's degree program simultaneously enrolled in a District pre-approved program.

10.1.5.6 Notwithstanding the foregoing, semester hours of non-graduate credit may be utilized for lane advancement if they have received prior written approval by the Superintendent based on his or her determination that such non-graduate credit hours will be of direct and substantial benefit to the Employee's professional assignment and will distinctly benefit the District. Any Employee seeking such approval shall submit to the Superintendent a full and complete statement of the reasons why the hours in question ought to be considered for approval. The Parties understand that this is a narrow exception and that normally only semester hours of graduate credit will be considered for approval for lane advancement.

10.1.5.7 The District shall keep a list of courses that have traditionally been approved and denied to assist Employees in choosing their coursework. If coursework or a degree program is denied, the involved Employee may request review by the review committee. The review committee shall consist of two representatives selected by the Administration and two representatives selected by the Association. Also present as non-voting members shall be the Chief Human Resources Officer and the involved Employee. In the event that an agreement cannot be reached, the ultimate decision on coursework approval shall rest with the Superintendent.

10.1.5.8 Any Employee holding an approved general administrative license before the 2016-2017 School Year or who is in the process of receiving a pre-approved general administrative license before the 2016-2017 School Year will be "grandfathered" into retaining all lane advancement requests attributable to said general administrative license.

Beginning in the 2016-2017 School Year through the 2022-2023 School Year, pursuing an approved general administrative license through an approved university or state program will only be considered for post-Master's lane advancement (i.e., will not be given credit as a first Master's). For example, if a teacher with a Master's in counseling submitted a lane advancement request to pursue a general administrative license, the lane advancement request would be approved. However, if a teacher with a bachelor's degree submitted a lane advancement request to pursue a general administrative license, the lane advancement request would be denied because a first Master's degree has not been attained. A teacher in possession of a first Master's degree with a general administrative license for whom lane advancement was not awarded and later receives an approved second Master's degree shall receive lane advancement credit for both degrees at the time the second Master's degree is conferred.

Beginning with the 2023-2024 school year, all the above restrictions related to pursuing an approved general administrative license through an approved university or state program are removed. Accordingly, teachers who complete such courses after July 1, 2023, may receive lane advancement provided the course or program was approved by the Superintendent or designee.

10.1.5.9 Employees who are on the BA lane may not proceed beyond step 9 and once on Step 9 for more than one school year, such employee's salary shall increase by the CPI increase applied to each cell of the salary schedule.

10.2 The increase in compensation resulting from a lane advancement in 10.1.5 shall be retroactive to the beginning of the semester in which official transcripts thereof is submitted, provided that the courses completed and/or degrees earned were completed prior to the beginning of such semester. In all other instances, the lane advancement shall be made effective at the beginning of the semester immediately following the submission of the necessary official transcripts.

10.2.1 Employees with a B.A. who have been retained at Step 9, upon earning an M.A. will be advanced to Step 10.

10.3 Employees new to the District shall be given credit for lane assignment in accordance with 10.1.5, provided such credit is noted on the Employee's application and proof thereof is placed on file with the Superintendent at the time of his/her employment and accepted by the Board.

10.4 The stipulated cash amount of each Employee's contract will represent remuneration for the total number of days as per approved school calendar, including teacher-pupil

contact days, institutes, workshops, and any other days that the Board may declare as school holidays. Any deviation not authorized by the Superintendent from this calendar by an Employee will result in a pro-rata modification, such compensation based upon the total number of days in the school calendar.

10.5 Employees may elect to be paid in twenty (20) or twenty-four (24) equal installments. The first paycheck of the School Year shall be issued to the Employee on August 15th, and thereafter, at the option of the Employee, in nineteen (19) or twenty-three (23) equal installments on the 15th and also on the last day of each calendar month. Once an Employee chooses a payment plan, that plan shall remain in effect unless a change is requested by June 1st of the preceding school year. The gross amount of the first paycheck shall be one-twentieth or one-twenty fourth of the basic salary of the Employee. Paychecks shall be issued on the last business day of the pay period if the regular pay date falls on a holiday or a weekend.

10.6 Classroom teachers assigned in excess of five (5) Assigned Instructional Periods for more than fifteen (15) consecutive work days during a semester shall receive additional compensation for each period in excess of five (5) Assigned Instructional Periods at the rate of 0.2 of the Employee's base salary per diem. For example, if an Employee's base salary per diem is $500.00, the additional pay for the excess class per day will be $100.00.

When a related service provider (e.g., counselor, psychologist, social worker, SLP, CSN) is on a long-term leave of absence (expected to be at least fifteen (15) consecutive work days during a semester) and a suitable external long-term substitute cannot be found, the Administration, after meeting and conferring with the HHSTA, will determine which duties and responsibilities will be reassigned to other related service providers to perform during the leave of absence. Related service providers who are assigned such additional duties and responsibilities for at least fifteen (15) consecutive work days in a semester shall be paid an hourly rate in addition to their base salary. The hourly rate shall be the related service provider's base salary per diem divided by 7.5 hours. For example, if an Employee's base salary per diem is $600.00, the additional pay for the excess duties and responsibilities shall be $80/hour for work performed outside the regular teacher workday.

10.7 Part-time instructional Employees, (i.e., those Employees regularly assigned four (4) or less periods per school day) shall be compensated at the rate of 0.2 of the per diem for a full time Employee on the same lane and step for each Assigned Instructional Period. For example, if a full time Employee on the same lane and step has a per diem of $500.00, the part-time Employee will be paid $100.00 per assigned class per day.

10.8 A teacher shall receive an annual stipend of $1,098.90 for each of the following:

1. A Ph.D. degree in an educational related area (the area must be approved or pre-approved by the Administration);
2. Attaining and maintaining National Board certification.

The maximum annual stipend available is $3,296.70.

Teachers who received stipend(s) during the 2005-2006 School Year and those teachers who received administrative approval of their second Master's program prior to June 30, 2006, shall not be subject to the above rules other than the $3,296.70 maximum stipend.

Effective with the 2023-2024 School Year, the stipend(s) for a content area Master's degree was eliminated. Teachers who received the content area Master's degree stipend(s) prior to the 2023-2024 School Year shall continue to receive such stipend(s).

Evidence of the completion of the degree/certification must be provided to the Assistant Superintendent no later than September 1st. Payment of the stipend will be made in a lump sum in October (January for National Board Certification).

10.9 Special education teachers with case management responsibilities shall receive an annual stipend in the amount of their base salary per diem for three (3) working days at the FTE assigned to case management duties. The stipend shall be paid in one lump sum in January of each year.

Salary Schedule 2023-24

STEP	BA	MA	MA+30	MA+60
1	$59,664	$ 67,263	$ 71,382	$ 77,374
2	$60,081	$ 67,784	$ 71,903	$ 77,895
3	$62,391	$ 71,249	$ 75,608	$ 81,909
4	$63,547	$ 72,982	$ 77,473	$ 83,928
5	$64,703	$ 74,715	$ 79,337	$ 85,948
6	$67,013	$ 78,183	$ 82,804	$ 89,415
7	$69,324	$ 81,648	$ 86,270	$ 92,356
8	$70,480	$ 83,382	$ 88,003	$ 93,884
9	$71,635	$ 85,115	$ 89,736	$ 95,412
10	$73,176	$ 88,580	$ 93,202	$ 98,592
11	$ -	$ 92,047	$ 96,668	$101,889
12	$ -	$ 95,513	$100,134	$105,318
13	$ -	$ 98,979	$103,601	$108,883
14	$ -	$102,445	$107,066	$112,587
15	$87,811	$105,911	$110,533	$116,431
16	$89,239	$109,378	$114,000	$120,424
17	$ -	$112,844	$117,588	$124,578
18	$ -	$116,310	$121,905	$128,896
19	$ -	$119,776	$126,383	$133,371
20	$ -	$124,052	$131,042	$138,030
21	$ -	$128,118	$135,105	$142,096
22	$ -	$130,202	$138,958	$144,810
23	$ -	$ -	$141,217	$147,166

ARTICLE XI Extra -Curricular Activities & Leadership Stipends

11.1 The Board has authorized certain extra-curricular positions. The fact that these positions have been authorized does not require the Administration to make assignments to staff such positions. In the event that the Administration does assign Employees to any of these positions, such Employees shall be compensated at the rate set forth in 11.4. Notwithstanding the foregoing, Employees who have been employed in extra-curricular positions for at least ten (10) different school years have the right to refuse an extra-curricular assignment; unless it is determined that another qualified Employee is not available for the assignment.

11.1.1 The assignment of all extra-curricular positions will be distributed among Employees on a fair and equitable basis.

11.1.2 Employees will be given the first opportunity to be assigned extra-curricular and athletic positions, including those duties listed in Section 11.3 below. Employees interested in such assignments should apply as noted in the position posting.

However, positions held by non-bargaining unit employees may continue to be staffed from outside the bargaining unit provided the non-bargaining unit employee is more qualified than bargaining unit members to hold such positions. This shall not be construed to require the District to declare annually positions held by non-bargaining unit employees as vacant. However, if such non-bargaining unit employee held position becomes vacant, Employees shall be given the first opportunity as specified in the above paragraph.

11.2 Dances and special activities of groups and organizations requiring Employees' services during non-school time, but excluding the compensated sponsors of such group, if applicable, shall be compensated on the following basis:

11.2.1

School Year	Up to 4 hours	4-13 Hours	13-24 Hours	School Dances
2023-2024	$82.15	$20.53/hour	$266.83	$50.00/hour
2024-2025	TBD[1]	TBD	TBD	$50.00/hour

[1] Any rate in this chart marked with TBD will be increased at the same percentage increase applied to the cells on the salary schedule for each year of the Agreement.

2025-2026	TBD	TBD	TBD	$50.00/hour
2026-2027	TBD	TBD	TBD	$50.00/hour

11.2.2 The activities shall have prior approval by the building principal.

11.2.3 An Extra Duty Payroll form shall be completed by the Employee and signed by the building principal after the dance or activity has been completed.

11.2.4 Overnight trips include only trips within the continental United States, and Employees will not be compensated for more than three (3) nights. Such trips require prior approval from the Superintendent or designee. Field trips are only reimbursable if those trips are approved by the Board.

11.2.5 Overnight pay is for the entire 24-hour period that the overnight covers (i.e., pay shall be limited to the above rate for 13-24 hours).

11.3 Employees who accept assignments as ticket sellers, ticket takers or related responsibilities at athletic events will be paid at the rate of $82.15 for the 2023-2024 School Year. For the remaining years of this Agreement, this rate will be increased at the same percentage increase applied to the base salary for each year of the Agreement.

11.4 Compensation for Extra-Curricular Assignments

The following schedules will be the basis of payment for the various positions listed for the 2023-2024 School Year. The schedules for the remaining years of this Agreement shall be increased by 50% of "consumer price index" ("CPI") as that term is defined within the *Property Tax Extension Limitation Law* ("PTELL") with a ceiling on the CPI of no more than 5%.Any new positions authorized by the Board will be placed in the appropriate category. Newly employed/assigned teachers may be given credit for out-of-district activity sponsorship as recommended by the Administration. Employees assigned for sponsorship of part of an activity will be paid on a pro rata basis for the amount of time involved.

11.4.1 In cases where sponsors share a single increment, each sponsor will receive a proportional share of the increment.

11.4.2. Experience in a selected activity may be applied to a new assignment if in the opinion of the Administration there are experiences in the first activity that relate to the second activity.

11.4.3 Activities sponsors who have been in a volunteer (unpaid) sponsor position will receive credit for years served if/when the club they sponsor becomes a paid position.

11.4.4 Absent extraordinary circumstances and the Superintendent's approval, no Employee may hold both a primary sponsor role and an assistant sponsor role simultaneously in the same activity.

2023-2024 Clubs & Activities				
GROUP	**4**	**3**	**2**	**1**
Years				
1	$ 8,200	$ 6,150	$ 3,588	$ 2,050
2	$ 8,405	$ 6,304	$ 3,678	$ 2,101
3	$ 8,657	$ 6,430	$ 3,787	$ 2,165
4	$ 8,916	$ 6,558	$ 3,901	$ 2,229
5	$ 9,184	$ 6,689	$ 4,018	$ 2,296
6	$ 9,460	$ 6,823	$ 4,139	$ 2,365
7	$ 9,744	$ 6,960	$ 4,263	$ 2,436
8	$ 10,036	$ 7,099	$ 4,391	$ 2,509
9	$ 10,337	$ 7,241	$ 4,522	$ 2,584
10	$ 10,648	$ 7,386	$ 4,659	$ 2,662
11	$ 10,966	$ 7,534	$ 4,798	$ 2,742
12	$ 11,296	$ 7,684	$ 4,942	$ 2,824
15	$ 13,325	$ 9,225	$ 6,150	$ 4,100

Positions above are Head sponsors

Assistant = 60% of Head

Year 12 above shall read as years 12 through 14.

Year 15 above shall be read as years 15 and beyond

HINSDALE CENTRAL & SOUTH CLUB/ACTIVITIES GROUPS

Group 4	Group 3	Group 2	Group 1
Chess Team	BPA	Acapella	Ambassadors
Forensics/Speech	Color Guard	Citizen Club	Amnesty International/Human Rights
Scholastic Bowl	Debate	Deaf Academic Bowl	Anime Club
Student Council (Central)	eSports Club (compete)	Deaf Drama	Art Club
Yearbook - (no class)	FCCLA	Eta Sigma Steppers	ASL (American Sign Language)
Varsity Club (Central)	Gaussians/Math Team	Ethnic Club	Best Buddies/Peer Buddies
	Habitat for Humanity (travel)	EVOLVE/Snowball	Black Student Union (BSU)
	Homecoming Committee (South)	Improv	Book Club
	Hornet Leadership Board (Jr/Sr)	International Club	Broadcast Club
	Mock Trial	JETS	Christian Student Association
	Model UN	Junior IAD	Club for Animal Rights and Education (CARE)
	Newspaper (no class)	Key Club/Red Devil Service Club	Comic Book Club
	Robotics Club Competitive	Latin Club	Choreographer
	Science Olympiad	Peer Leadership Network/Link Crew	Creative Writing Club
	Theater/Drama Director (per event)	Microfinance	Dance Company
	Vocal Director Musical	Musical Pit Director	Newspaper (with class)
		Outdoor Club	Drama Club
		Poetry Club	Drama/Thespians
		Special Olympic Track	E-Sports (non-compete)
		Special Olympics Basketball	Ecology Club
		Student Council (South)	Engineering Club
		Variety Show	Environmental Concerns (ECO)
		Yearbook (with class)	Fencing Club
			Film Club
			French Club
			Future Educators of America
			Jazz Combo Club
			Future Healthcare Professionals
			Gaming Club
			German Club
			Global Humanitarian

			Group 1 Continued…
			GSA/Prism
			Guitar club
			Habitat for Humanity (non travel)
			Hispanic Student Association
			Hornet Havoc
			Hornet Leadership Board (Fr/Soph)
			Illusions
			Investment Club
			LEAP Into Africa
			Music Honor Society (Tri-M)
			Muslim Student Association (MSA)
			National Art Honor Society
			National Business Honor Society
			National Honor Society
			Peer Buddies
			Pep Band
			Photography
			Ping Pong Club
			Radio WHSD
			RDN Spirit Squad
			Recording & Broadcasting
			Robotics (non-compete)
			SADD (Students Against Destructive Decisions)
			Scientific Inquiry Club
			SOAR: Students Organizing for Anti-Racism
			Solstice
			Spanish Club
			Sports Club
			Women In Engineering SWENext
			Wounded Warriors
			Yarning for a Cause

11.5 Compensation for Athletics

The following schedules will be the basis of payment for the various athletic coaching positions listed for the 2023-2024 School Years. The schedules for the remaining years of this Agreement shall be increased by 50% of "consumer price index" ("CPI") as that term is defined within the *Property Tax Extension Limitation Law* ("PTELL") with a ceiling on the CPI of no more than 5%. Newly employed/assigned coaches may be given experience credit for out-of-district coaching as recommended by the Administration. Coaching positions or sponsors assigned for less than a full season will be paid on a pro rata basis for the amount of time involved.

11.5.1 Full experience in a selected sport will be applied to a new assignment if the new sport directly corresponds to the original sport.

11.5.2 Forty percent (40%) of the experience a coach has in a particular sport(s) will be applied to a new assignment if the new sport does not directly correspond with the original sport. More experience can be given if in the opinion of the Administration there are experiences in the first sport that relate to the second. Traditional rounding rules will apply, for example, 7.3 years will round down to 7, while 7.5 years or higher will round up to 8 years. This provision was instituted beginning in the 2016-2017 School Year. The Parties agree that coaches who did not receive this experience credit prior to the 2016-2017 School Year shall not be entitled to such credit. However, they shall be entitled to this credit for any new assignment first made in the 2016-2017 School Year and beyond.

Athletics Pay Schedule 2023-2024*

Athletics Pay Schedule 2023-24

	Group B	Group C	Group D	Group E	Group F	Group G	Group H	Group I	Group J	Group K	Group L	Group M	Group N	Group O	Group P	Group Q
Years	0.0423	0.0573	0.0673	0.0923	0.0950	0.0973	0.1050	0.1073	0.1123	0.1150	0.1173	0.1250	0.1273	0.1373	0.1473	0.1573
1	$ 2,117	$ 2,868	$ 3,368	$4,620	$4,755	$ 4,870	$ 5,255	$5,371	$ 5,621	$ 5,756	$ 5,871	$ 6,256	$ 6,372	$ 6,872	$ 7,373	$ 7,873
2	$ 2,204	$ 2,986	$ 3,507	$4,809	$4,950	$ 5,070	$ 5,471	$5,591	$ 5,851	$ 5,992	$ 6,112	$ 6,513	$ 6,633	$ 7,154	$ 7,675	$ 8,196
3	$ 2,294	$ 3,108	$ 3,650	$5,006	$5,153	$ 5,278	$ 5,695	$5,820	$ 6,091	$ 6,238	$ 6,362	$ 6,780	$ 6,905	$ 7,447	$ 7,990	$ 8,532
4	$ 2,388	$ 3,235	$ 3,800	$5,212	$5,364	$ 5,494	$ 5,929	$6,059	$ 6,341	$ 6,493	$ 6,623	$ 7,058	$ 7,188	$ 7,752	$ 8,317	$ 8,882
5	$ 2,486	$ 3,368	$ 3,956	$5,425	$5,584	$ 5,719	$ 6,172	$6,307	$ 6,601	$ 6,760	$ 6,895	$ 7,348	$ 7,483	$ 8,071	$ 8,658	$ 9,246
6	$ 2,588	$ 3,506	$ 4,118	$5,648	$5,813	$ 5,954	$ 6,425	$6,565	$ 6,871	$ 7,037	$ 7,177	$ 7,649	$ 7,789	$ 8,401	$ 9,013	$ 9,625
7	$ 2,694	$ 3,650	$ 4,287	$5,879	$6,051	$ 6,198	$ 6,688	$6,835	$ 7,153	$ 7,325	$ 7,472	$ 7,962	$ 8,108	$ 8,745	$ 9,382	$10,019
8	$ 2,805	$ 3,799	$ 4,463	$6,120	$6,299	$ 6,452	$ 6,962	$7,115	$ 7,446	$ 7,625	$ 7,778	$ 8,289	$ 8,441	$ 9,104	$ 9,767	$10,430
9	$ 2,920	$ 3,955	$ 4,645	$6,371	$6,557	$ 6,716	$ 7,248	$7,407	$ 7,752	$ 7,938	$ 8,097	$ 8,628	$ 8,787	$ 9,477	$10,168	$10,858
10	$ 3,040	$ 4,118	$ 4,836	$6,633	$6,827	$ 6,992	$ 7,545	$7,710	$ 8,070	$ 8,264	$ 8,429	$ 8,982	$ 9,148	$ 9,866	$10,585	$11,303
11	$ 3,164	$ 4,286	$ 5,034	$6,904	$7,106	$ 7,278	$ 7,854	$8,026	$ 8,400	$ 8,602	$ 8,774	$ 9,350	$ 9,522	$10,270	$11,018	$11,766
12	$ 3,294	$ 4,462	$ 5,241	$7,187	$7,398	$ 7,577	$ 8,176	$8,355	$ 8,745	$ 8,955	$ 9,134	$ 9,734	$ 9,913	$10,692	$11,470	$12,249
15	$ 4,851	$ 6,019	$ 6,798	$8,745	$8,955	$ 9,134	$ 9,734	$9,913	$10,302	$10,512	$10,692	$11,291	$11,470	$12,249	$13,028	$13,806

*Footnote: Year 12 above shall be read as Years 12 through 14. Year 15 above shall be read as Year 15 and beyond.

ASSISTANT ATHLETIC COACHING GROUPS

Group C (.0573)		Group D (.0673)	

GROUP F (.0950)	GROUP G (.0973)	GROUP H (.1050)	GROUP I (.1073)
Fall Trainer Spring Trainer Poms and Cheer (Non-Competitive)	Cross Country Bowling Golf Badminton Water Polo	Winter Trainer	Soccer Tennis Volleyball Lacrosse Poms and Cheer (Competitive)

GROUP L (.1173)	GROUP N (.1273)
Football Swimming Gymnastics Wrestling Baseball Softball	Basketball *Track *Includes Winter season

HEAD ATHLETIC COACHING GROUPS

GROUP B (.0423)	GROUP E (.0923)
Bass Fishing	

GROUP J (.1123)	GROUP K (.1150)	GROUP M (.1250)	GROUP N (.1273)
	Fall Trainer	Winter Trainer	Cross Country
	Spring Trainer		Bowling
	Poms and Cheer (Non-Competitive)		Golf
			Badminton
			Water Polo

GROUP O (.1373)	GROUP P (.1473)		GROUP Q (.1573)
Soccer	Football		Basketball
Tennis	Swimming		Track
Volleyball	Gymnastics		
Lacrosse	Wrestling		
Poms and Cheer (Competitive)	Baseball		
	Softball		

11.6 Compensation for Intramurals

For each intramural activity directed, sponsors will be compensated at the rates set forth in the table below:

2023-2024 Intramurals	
1-3 Years	$3,003.10
4-6 Years	$3,503.61
7-9 Years	$4,004.13
10+ Years	$4,504.65

The intramural pay rates for the remaining years of this Agreement shall be increased by 50% of "consumer price index" ("CPI") as that term is defined within the *Property Tax Extension Limitation Law* ("PTELL") with a ceiling on the CPI of no more than 5%.

11.7 Payments for extra-curricular assignments will be made three (3) times a year, generally coinciding with the ends of the fall, winter and spring athletic seasons. For those clubs or activities that are continuous over a full school year, one-third of the stipend will be paid in each payment period.

11.8 Compensation for Leadership Positions

11.8.1 Department Chair

- 2023-2024 Base Pay: $12,000.00/year
- Future Years Base Pay (not including longevity payment): Will be increased at the same percentage increase applied to the base salary for each year of the Agreement.
- After 3 years of experience, will also receive an additional longevity payment of $1,000.00 (begins year 4).
- In addition to the base pay, additional compensation will be paid as follows for number of licensed staff being supervised: $500 for 1-5; $1,000.00 for 6-10; $1,500.00 for 11-15; $2,000.00 for 16+.

11.8.2 Dean

- 2023-2024 Base Pay: $12,000.00/year
- Future Years Base Pay (not including longevity payment): Will be increased at the same percentage increase applied to the base salary for each year of the Agreement.
- Must work 15 events as directed by the Director of Deans
- The Principal or designee may assign Deans to work more than 15 events and the compensation for such additional events shall be the summer school hourly rate. Assignments are mandatory. The Principal or designee will provide the Dean with advance notice of an assignment at least five (5) calendar days in advance of the event unless the need to assign the Dean is due to an unforeseen circumstance in which case notice will be provided at

least 48 hours prior to the event and the Dean will be paid time and one-half (1/2) the pay rate due to the shorter notice.

11.8.3 Activities Director

- 2023-2024 Base Pay: $12,000.00/year
- Future Years Base Pay (not including longevity payment): Will be increased at the same percentage increase applied to the base salary for each year of the Agreement.
- After 3 years of experience, will receive an additional longevity payment of $1,750.00 (begins year 4)

11.8.4 Athletic Coordinator

- 2023-2024 Base Salary:
  - Fall/Winter: $7,000.00
  - Spring: $8,000.00
- Future Years Base Pay: Will be increased at the same percentage increase applied to the base salary for each year of the Agreement.

11.9 Compensation for Band, Orchestra, Vocal, Tech Directors

2023-2024	**Band Director**	**Asst. Band Director**	**Orchestra Director**	**Vocal Director**	**Tech Director (Theater/Drama)**
Base	$8,000	$4,200	$5,000	$5,000	$7,000
Year 4	$9,000	$4,700	$6,000	$6,000	$7,000
Year 8*	$10,000	$5,600	$7,000	$7,000	$7,000
Year 12	$12,000	$6,800	$9,000	$9,000	$7,000
Year 15	$14,000	$8,000	$11,000	$11,000	$7,000

New hires shall not be given credit for past experience higher than Year 8.

The above pay rates for the remaining years of this Agreement shall be increased by 50% of "consumer price index" ("CPI") as that term is defined within the *Property Tax Extension Limitation Law* ("PTELL") with a ceiling on the CPI of no more than 5%.

11.10 Notice of Non-Contractual Stipends

The Administration will notify the HHSTA annually of any stipend not listed in the Agreement being paid to a HHSTA bargaining unit member. This section does not constitute a waiver of the HHSTA's rights under the IELRA to bargain the impact of any stipend implemented by the Administration, but not listed in this Agreement.

11.11 Activities and Athletic Committee

A Committee consisting of equal members of the Administration and HHSTA shall meet annually for the purpose of: (1) reviewing and deciding on potential placement

change requests when there are significant changes to an activity or athletic team, (2) reviewing and deciding on annual adding/dropping activity requests, and (3) considering requests for additional stipends to determine if a request should be made to the Board.

ARTICLE XII Summer School

12.1 The summer school principal for the District shall select and assign faculty for the summer school based upon his assessment of the following:

12.1.1 Requirements of the summer school program.

12.1.2 Qualifications of the personnel applying for summer school staff.

12.1.3 Written evaluations of Employee performance.

If the above factors are equal, preference will be given in the following order:

12.1.4 Teachers within each department will be given first priority for teaching courses offered by the respective department.

12.1.5 District Employees with prior District summer school experience.

12.1.6 District Employees without prior summer school experience.

12.1.7 Other qualified personnel.

12.2 Compensation for summer school employment for Employees shall be made on the following basis:

Employees shall be paid at the rate of $60.94 per hour for summer school (including asynchronous or synchronous instruction) following the 2023-2024 School Year. For the remaining years of this Agreement, this rate will be increased at the same percentage increase applied to the base salary for each year of the Agreement. Such compensation is based on one hundred seventy (170) hours work time at five (5) hours per work day. Any other summer school assignments which are not for a total of one hundred seventy (170) hours are to be prorated. Counselors required to perform summer work will also be paid at the hourly summer school rate for such required work.

12.2.1 Break time shall be provided within the five (5) hour workday.

12.3 All compensation for summer school or for summer work shall be paid at the rate established in the Contract in effect during the school year preceding the summer in question.

12.4 Compensation for Employees for summer work assigned for summer curriculum projects and other approved professional work, other than summer school, shall be $46.17 per hour for the summer following the 2023-2024 School Year. For the remaining years of this Agreement, this rate will be increased at the same percentage increase applied to the cells on the salary schedule for each year of the Agreement.

12.5 The provisions of this Article, like all other provisions of this Agreement, are only applicable to Employees who are employed during the School Year as defined in Section 0.5 of this Agreement.

ARTICLE XIII Absences and Leaves

13.1 Full-time Employees shall receive sick leave in the amount of fourteen (14) days at full pay each School Year. Upon completion of fifteen (15) years of full-time service to the District, a full-time Employee shall receive twenty-three (23) days of sick leave annually. If any such Employee does not use the full amount of the annual leave allowed, the unused annual amount may be accumulated to a maximum accumulation of four hundred and fifty (450) days sick leave at full pay. The Administration may request that use of sick leave after three (3) consecutive days be certified by a licensed physician, Christian Science Practitioner, or chiropractic physician, a licensed advanced practice registered nurse, a licensed physician assistant or, if the Employee's treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the Employee's faith. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, and legal guardians. For purposes of using sick leave for death or bereavement leave, the definition of immediate family or household shall include, but not be limited to, the above definition; (i.e., The District may approve use of sick leave for death and bereavement for relationships beyond the above definition; in such cases the granting of such leave shall not be unreasonably withheld.)

13.1.1 If an Employee dies during the school year while actively employed, the heirs of the Employee shall have the option of converting up to twenty (20%) percent of the Employee's accumulated sick leave into paid salary, provided the number of days to be converted does not exceed the number of remaining work days in the school year.

13.1.2 Sick leave may not be used in increments of less than one-half (1/2) day. One-half (1/2) day of sick leave will be deducted for an absence of four (4) hours or less. A full day of sick leave will be deducted for any absence over four (4) hours.

13.2 Full-time Employees may use four (4) days per Contract Year of personal business leave to conduct matters that cannot be accomplished on non-school time. The personal days used will be deducted from an Employee's annual sick leave allotment. Personal business leave should be requested two (2) days in advance of the leave day and cannot be used on a work day immediately prior to or immediately after a school holiday or school recess period (i.e., winter or spring break), provided that an Employee may be granted written permission by the Superintendent or his/her designee due to the existence of demonstrated need or emergency circumstances to use a personal business leave day on a work day immediately prior to or immediately after a school holiday or school recess period. No more than 15% of the total number of Employees in one school may take a personal business leave on any one day.

13.2.1 Personal leave may not be used in increments of less than one-half (1/2) day. One-half (1/2) day of personal leave will be deducted for an absence of four (4) hours or less. A full day of personal leave will be deducted for any absence over four (4) hours.

13.3 Employees will be granted a leave of absence for jury service, two (2) week military reserve duty, or if subpoenaed to serve as a witness in a legal proceeding (not to exceed five (5) days and excluding traffic violations and proceedings in which they are a plaintiff). For non-school related proceedings in which they are a party other than as plaintiff, leave shall be limited to three (3) days. When engaged in such service, they shall receive their regular salary and sign over to the District the compensation or fees they receive for such service.

13.4 The Board shall grant a parental leave of absence, without pay, to Employees. Employees shall notify the Superintendent or designee in writing of the desire for the parental leave at the earliest possible time. Timing of the leave shall be cooperatively worked out with the Superintendent or designee and should coincide, if possible, with appropriate instructional periods and sequences, and the ability of the Employee to properly perform required duties. The length of the parental leave shall be a maximum of one (1) School Year beyond the School Year during which the leave commenced.

An Employee adopting, fostering, or assuming legal guardianship of a child shall be entitled, upon written request and submission of appropriate documentation, to a parental leave without pay. The Employee shall notify the Superintendent or his/her designee of the date the child is expected to be received. It is recognized that adoptive procedures are often lengthy and that the date of receipt of the child frequently cannot be accurately determined.

Non-tenured Employees on parental leave shall not receive service credit for tenure purposes for such leave unless the non-tenured Employee worked one-hundred and twenty (120) school days during the School Year in which a leave commences or concludes.

Any Employee shall, upon return from leave, be entitled to advancement on the salary schedule for the full School Year during which the parental leave began if the Employee was paid for at least one semester during that School Year.

13.4.1 Sick leave shall not be applicable during the period of the parental leave of absence. Up to thirty (30) days of accumulated sick leave may be used prior to the commencement of the parental leave for birth, adoption or placement for adoption. An Employee will be required to provide a certificate from the treating physician for the use of sick leave for birth beyond thirty (30) days. Any remaining accumulated sick leave shall be available to the teacher upon returning to employment in the District. All time that an Employee is on parental leave as opposed to being off because of a physical/medical inability to

perform his/her duties as an Employee, shall be considered unpaid parental leave and shall not be paid as sick leave.

13.5 The Board may, at its discretion, grant a leave of absence, without pay, to Employees for the following reasons:

13.5.1 Approved graduate study.

13.5.2 Approved Employee exchange programs.

13.5.3 Health, if recommended by a licensed physician.

13.5.4 All applications for leaves of absences will be considered individually by the Board, upon recommendation of the Superintendent. No leave of absence granted will be for a period exceeding one year except as provided in 13.4. No leave of absence will be granted to an Employee who is not tenured. The Board will continue to make available to each Employee, while on leave of absence, the option of continuing, at Employee's expense, all types of insurance coverage granted hereunder, at full premium and at group rate.

13.5.5 All applications for leaves of absences under this section must be submitted to the Superintendent no later than February 1st of the School Year previous to the School Year for which the leave of absence is requested.

13.5.5.1 The Board and Association agree that the Board shall have the right to grant a leave of absence for any reason not listed in this Agreement, unpaid or paid, if the Board deems it in the best interest of the school District.

13.5.6 The Employee or Employees who have submitted such requests will be notified of action taken by the Board no later than March 1st following the February 1st date in Section 13.5.5. Basis of action by the Board will be included in the written notification to the Employee.

13.5.7 In all cases where an application for leave of absence is approved by the Board, the applicant shall indicate, in writing, his/her intention to exercise the leave no later than March 15th of the School Year previous to the School Year for which the leave of absence is requested.

13.5.8 An Employee who has been granted a leave of absence shall notify the Superintendent, in writing, no later than February 1st of the year ending the leave of absence, of his/her intention to resume employment in the District.

13.5.9 An Employee returning from a leave of absence shall return to an equivalent position, but not necessarily to the specific assignment held when leave of absence was granted, provided Employee is qualified under Article VI.

13.6 Emergency Leave may be approved retroactively for absences outside the control of the Employee, upon submission by the Employee, immediately upon return to duty, of the specific circumstances that necessitated the absence. Said circumstances must be serious in nature, unknown in advance, and occur without sufficient notice to use the pre- approval procedure. All Emergency Leave days will be deducted from sick leave.

13.7 Sick Leave Bank. The Board in cooperation with the Association shall establish a Sick Leave Bank ("Bank") on a voluntary basis.

13.7.1 The intent of this plan is to provide extended sick leave to those participants who incur a major disability or major illness that requires continuous and prolonged absence from work. The Bank shall be used only for the personal disability or illness of the participant and not for serious illness or death of any other person.

13.7.2 A teacher may enroll in the Bank by signing an authorization form agreeing to contribute one (1) day of his/her sick leave to the Bank at the beginning of his/her employment with the District.

13.7.3 Access to the Bank requires verification of the medical certification by the Human Resources Administrator or designee and approval by the Joint Executive Board of the Association. A teacher who is a current participant and who has a major disability or major illness which requires continuous and prolonged absence from work shall be able to utilize days from the Bank after his/her own accrued sick leave days have been depleted and a five (5) day salary deduction period has transpired for each such disability or illness.

13.7.4 The maximum number of days allowed for any single illness shall be sixty (60) days.

13.7.5 Participants utilizing sick leave days from the Bank will not be required to replace those days.

13.7.6 A participant withdrawing from the Bank or the bargaining unit for whatever reason will not be allowed to withdraw the contributed days.

13.7.7 The Joint Executive Board of the Association shall serve in an advisory capacity to the Administration to implement and administer the Bank. The Joint Executive Board of the Association may, upon emergency, request that contributing members donate an additional day to the Sick Leave Bank or that contributing members retiring that School Year with days in excess of what may be submitted to TRS for service credit donate up to an additional fifteen (15) days, if the Bank's reserves become depleted below two hundred (200) days. The Joint Executive Committee is also authorized to grant an extension of days beyond the maximum limit referred to in 13.7.4 above. If a participant does not have a sick leave day to contribute during the current School Year, the sick leave day may be contributed at the beginning of the next School Year

without any lapse in Sick Leave Bank eligibility. If the Employee decides not to contribute at the beginning of the next school year, the Employee is no longer eligible to participate in the Bank.

13.7.8 A teacher who has exhausted all leave time (sick days and personal days) may request up to five (5) days of bereavement leave for the death of an immediate family member (spouse, child, parent, brother, or sister). Granted leave will commence without the normally required five (5) day deduct qualifying period.

13.8 Job Sharing Leave. Job sharing as defined in this section is a voluntary program providing two (2) tenure teachers in the same department the opportunity to propose the sharing of one (1) full-time teaching position. Tenured teachers who would like to participate in a job-sharing position shall submit an application and proposed plan for a job-sharing leave to the Superintendent by February 1st of the year preceding the school year for which the leave is requested. The job-sharing plan shall include, but not be limited to, teaching responsibilities, schedule of work hours and/or days, attendance at staff meetings, in-service days and other teaching responsibilities. All the elements of the plan shall be consistent with the provisions of this Agreement. The Board shall notify the applicants of its disposition of the request by June 1st following the request.

Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule and salaries shall be pro-rated according to the time worked. Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked. Participants in job sharing positions shall receive salary step advancement at the start of the school year following the accumulation of the equivalent of .6 or more of a year of full-time service.

The length of a job-sharing leave shall be for one (1) school year and may be renewed by the Board, provided that a request to renew must be made by February 1st by the participants and if such a request is made, the Board shall notify the participants of its disposition of the request by June 1st following the request. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.

Teachers participating in the job-sharing program as set forth in this section shall accrue seniority points under 6.1.2.1 and 6.1.2.2 in proportion to the time worked.

Participants in job sharing positions will be responsible for the cost of their own fringe benefits on a pro-rata basis.

Participants in a job-sharing program shall submit written notice of their intent to return to full-time employment by February 1st. Upon return, the teacher(s) shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position. Such return rights shall be applicable for one (1) year. If the leave extends for more than one (1) year, the teacher shall be returned to a comparable position, if available, upon his/her return to full-time employment.

13.9 *Family and Medical Leave Act of 1993*. The Parties agree that the Employer may adopt policies to implement the *Family and Medical Leave Act of 1993* and are in accord with what is legally permissible under the Act.

13.10 Any Employee who has been denied a request for a part time teaching position shall have thirty (30) days from the date of notice of such denial to apply for a leave of absence of no less than one School Year.

ARTICLE XIV Grievances

14.1 Grievance Definition and Filing Deadline: A grievance is defined as a complaint by an Employee or the Association that there has been a violation of a specific provision of this Contract. In the event an Employee or the Association believes that there has been such a violation by the Board or Administration, the Employee or the Association shall initiate the following procedure no later than the twentieth (20th) working day following the first occurrence of the alleged violation or no later than the twentieth (20th) working day after the Employee or the Association, through the use of reasonable diligence, obtained or should have obtained knowledge of the first occurrence of the alleged violation.

14.2 Grievance Procedure: The Parties acknowledge that it is most desirable to an Employee and the Employee's supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the Employee, a grievance may be processed as follows:

14.2.1 STEP I-Supervisor Level. If the grievance is not resolved informally under 14.2, the Employee, or the Association, shall present the grievance, in writing, to the appropriate building principal or designee within the deadline established in 14.1 unless the grievant and the Superintendent or his/her designee mutually agree, in writing, to extend the time period established in 14.1 by a number of days agreed upon by both Parties. This extension may occur multiple times, as long as each extension is mutually agreed upon by both Parties. The written grievance shall specify the section or sections of this Contract, which are allegedly violated, the full facts on which the grievance is based, and the specific relief requested. Within fifteen (15) working days thereafter, a meeting shall be held between the grievant, an Association representative if requested by the grievant, and the appropriate building principal. The appropriate building principal shall provide the grievant with a written response to the grievance, including the reason(s) for the decision, within ten (10) working days after such meeting.

14.2.2 STEP II-Superintendent Level. If the grievance is not resolved at Step I, it may be submitted by the Employee, in writing, to the Superintendent within fifteen (15) working days after receipt of the building principal's written reply. Within fifteen (15) working days thereafter, a meeting shall be held between the grievant, an Association representative, the Superintendent or his/her designee, and other appropriate administrative personnel. The Superintendent or his/her designee shall provide the grievant and the Association with a written response to the grievance, including the reason(s) for the decision, within fifteen (15) working days after such meeting.

14.2.3 STEP III-Board Level. If the grievant(s) is not satisfied with the decision reached in Step 2, the decision may be appealed within a period of ten (10) days from completion of Step 2 to the Board of Education. Such an appeal should be considered in executive session at the next regular Board meeting that occurs at least ten (10) days after the receipt of the appeal by the Secretary of the Board. Notification will be sent to all Parties previously involved and to all members of the Board.

14.2.4 STEP IV-Arbitration. If the grievance is not resolved at Step III, only the Association (and not an individual Employee) may refer the grievance to binding arbitration within fifteen (15) working days after receipt of the reply at Step III by notifying the Superintendent in writing.

14.2.4.1 If the grievance is appealed to arbitration in timely fashion by the Association, the Parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the Parties are unable to agree upon an arbitrator within said ten (10) day period, the Parties shall immediately jointly request the American Arbitration Association to provide a panel of arbitrators for selection.

14.2.4.2 The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Contract. The arbitrator's authority shall be strictly limited to deciding only the issue presented in the written grievance and his/her decision must be based solely upon his/her interpretation of the meaning or application of the specific article of this Contract which has been allegedly violated.

14.2.4.3 The fees and expenses of the arbitrator, including the cost of a written official transcript if requested by both Parties, shall be divided equally between the Board and the Association; provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If both Parties have agreed to divide the cost of the official transcript, it shall be copied "in-house" and a copy made available to each party.

14.3 Impact of Time Lines: Failure at any step of this procedure to appeal a grievance to the next Step within the specified time limits shall be considered acceptance of the decision rendered at that step. Failure at any Step of this procedure to communicate a decision on a grievance within the specified time limits shall permit the grievant to proceed to the next Step. The Parties may mutually agree in writing to extend any of the time limits set forth in this Article.

14.4 Working Days: The term "working days" as used in this Article shall mean Employee attendance days; provided, however, that between the last Employee attendance day of the school year and the first Employee attendance day of the next school year (i.e., over

summer vacation), the term "working days" shall mean week days (exclusive of week days recognized and observed by the District as holidays).

14.5 Grievance Meetings: Should the holding of the meeting to discuss the grievance at either Step I or Step II occur during normal working hours, the grievant(s) and/or the Association representative shall be released from his/her regular assignment without loss of pay or benefits for the purpose of attending such meeting.

14.6 Step I By-Pass: If the grievant(s), the Association, and the Superintendent agree, Step I of the grievance procedure may be bypassed and the grievance presented directly at Step II.

14.7 Neither the Board nor the Association shall take reprisals against any Employee because of the Employee's participation or refusal to participate in the processing of a grievance pursuant to the provisions of this Article.

ARTICLE XV Employee Fringe Benefits

15.1 All Employees who are regularly assigned a minimum of 50 percent (i.e., 1/2) of full-time equivalency (FTE) shall receive the following fringe benefits as set forth in the applicable policy.

15.1.1 Life Insurance, Accidental Death and Dismemberment.

15.1.1.1 Any Employee not electing dependent coverage for the Major Medical Insurance will receive term insurance in an amount equal to twice his/her annual base salary rounded to the next higher thousand dollars.

15.1.1.2 All Employees shall be given the option of receiving either the amount of term insurance specified above or the maximum amount of life insurance he/she may receive without being required to include the premiums for such insurance as taxable income.

15.1.2 Major Medical Insurance (see Section 15.1.8, Section 125 Flexible Benefit Plan below).

15.1.3 Prescription Drug Insurance.

15.1.4 Long-Term Disability Insurance.

15.1.4.1 The maximum benefit for disability insurance shall be 60% of base salary with a $10,000.00 per month cap.

15.1.5 Specified Disease Insurance.

15.1.6 Dental Insurance.

15.1.7 The Superintendent or designee and the Association shall establish an on-going Employee Benefits Committee. Membership on the Insurance Committee shall be three (3) members appointed by the Superintendent and three (3) teachers appointed by the President of the Association and representatives from other work groups not within this bargaining unit. The Employee Benefits Committee shall meet at least quarterly and may hold less, or additional meetings as agreed by a majority of the members of the Committee. Responsibilities of the Employee Benefits Committee shall include monitoring the insurance plan and its usage, making recommendations regarding plan specifications and design changes, and conducting an employee education program aimed at making employees more knowledgeable consumers of health care. No changes will be made in the medical insurance plan without the express approval of the Superintendent or designee and the Association, except that the Association may require plan design changes for the purpose of decreasing premiums without Superintendent or designee approval.

15.1.8 Section 125 Flexible Benefit Plan. There will be an IRS Section 125 Plan ("Plan") made available for Employees covered by this Agreement. The summary of benefits can be found on the District's website. That Plan will provide as follows:

15.1.8.1 Board Contribution to Major Medical Insurance. Employees who are regularly assigned at least 0.50 FTE for the full school year and who elect to participate in Board-sponsored major medical insurance ("health premium benefits") of any type (i.e., HMO, PPO, HDHP, etc.) will receive a Board contribution toward the purchase of such insurance coverage. That Board contribution for the 2023 calendar year shall be $9,284.00 for single coverage and shall be $23,211.00 for family coverage. For future contract years (calendars years 2024, 2025, 2026 and 2027), any increase in the health premiums will be determined using a blended rate of the premiums for each of the Board-sponsored major medical insurance options (HMO, PPO, HDHP, etc.). Specifically, the increase (determined by the use of a blended rate) will be managed as follows: (1) if the blended rate of the premiums increases up to and including eight percent (8%) over the prior year's premium, the Board and the HHSTA will split the increases equally (i.e., the Board's increased contribution shall be limited to a total of 4% per year); (2) if the blended rate of the premiums increases over 8% of the prior year's premium, the Employee will be responsible for the balance.

Example for when the increase exceeds eight percent (8%): If the PPO insurance premium for the 2023 insurance year is $10,000.00, the Board will pay $9,284.00 and the Employee will pay $716.00. If in the 2024 insurance year, the blended rate of the insurance premiums increases to $10,900.00 (9% increase over the prior year's PPO premium), the Board pays $9,684.00 (4%) and the Employee pays $1,216.00 (5%).

Example for when the increase is equal to or less than eight percent (8%): If the PPO insurance premium for the 2023 insurance year is $10,000.00, the Board will pay $9,284.00 and the Employee will pay $716.00. If in the 2024 insurance year, the blended rate of the insurance premiums increases to $10,600.00 (6% increase over the prior year's PPO premium), the Board pays $9,584.00 (3%) and the Employee pays $1,016.00 (3%).

15.1.8.2 As further set forth in the Plan document, the Employee may apply the Board contribution toward any of the health premium benefits available in the Plan (e.g., HMO, PPO, or HDHP/HSA coverage). However, the Board contribution cannot be applied towards the election of any non-health premium benefits in the Plan (e.g., dental coverage, health FSA

or dependent care FSA). However, if the Employee receives excess cash pursuant to Section 15.1.8.3 below, the Employee may use that money to purchase other benefits under the Plan via salary-reduction.

15.1.8.3 Any portion of the Board contribution remaining after the Employee's election of health premium benefits may be retained by the Employee in the form of cash at the maximum amount of $5,000 for the insurance year. The $5,000 cash option will be allocated across the yearly paycheck.

15.1.8.4 Eligible Employees not electing coverage under any of the Board-sponsored major medical insurance shall receive cash in the amount of $5,000 provided such Employees are able to verify group medical insurance coverage at another employer by providing evidence to Human Resources before the first "cash out" payment is issued.

15.1.8.5 Employees who are not eligible to participate in the health premium benefits shall not be eligible to participate in the health FSA available under the Plan.

15.1.8.6 The Board contribution and any cash benefit payable under the Plan shall be payable on a per payroll basis. Changes in status shall be made in accordance with the Plan document and applicable law. The Board contribution/cash benefit payable under the Plan may be modified in accordance with the Plan document for Employees experiencing such changes in status.

15.1.8.7 Participation in the Plan shall be in accordance with the terms of the Plan document and applicable law.

15.1.8.8 Participation in any insured or self-insured Board-sponsored benefit shall be in accordance with the terms and conditions of any applicable insurance contract and applicable law.

15.1.8.9 The Parties hereby agree that the Board and the Association make no representations regarding the creditable earnings status with respect to any compensation received by Employees pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

15.2 For dental insurance an Employee shall pay the following amount per month:

Effective Date	Percentage of Premium Equivalent Rate
January 1, 2023	Eighteen Percent (18%)

15.3 The aforesaid fringe benefits may be increased, decreased, deleted or added to provided such change is specified in writing and ratified by both the Board and the Association. Such ratified changes shall become effective upon issuance of the policy by the insurer making such changes effective.

15.4 An Employee who is disabled while regularly employed by the Board may, at his/her option, continue to be designated an Employee of the District for the duration of his/her disability, until normal retirement age, to permit the Employee to be able to continue long-term disability and hospital insurance under any group plan of the District, but such designation shall be solely for said purpose of insurance continuation only and shall not impose any other different, additional or continuing liability on the District. The cost of such insurance during the period of disability shall be borne by the Employee.

15.4.1 An Employee disabled while non-negligently performing assigned duties shall be designated an Employee under Article XV for the duration of the disability and shall be able to continue long-term disability and hospital insurance under any group plan of the District, and shall receive any other different or additional benefits. The Employee shall receive all benefits for his/her family and spouse under the hospital insurance plan providing they were initially covered prior to the time of disability and continued Employee contribution as specified in 15.2.

15.5 The provisions of this Article will be in effect through August 31st of each Calendar Year as part of the compensation for services rendered.

15.6 Teacher Retirement System Contribution

Starting July 1, 2013, the Board shall deduct from each Employee's salary (as salary is defined by the Teacher Retirement System) the required member TRS retirement contribution and member THIS contribution, and remit the contribution to the Teachers' Retirement System of the State of Illinois on behalf of the Employee to be applied for the retirement account of such Employee. It is the intent of the Parties by this Agreement to qualify these payments as Employer payments under Section 414(h) of the *Internal Revenue Code*. The Employees have no right or claim to the fund so remitted except as they may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

Any amounts due each Employee pursuant to this Agreement shall be payable to the Employee as salary in installments as otherwise provided herein, provided the Board shall deduct therefrom all monies as required by law or as authorized by the Employee pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding from Employee compensation shall include any and all member contributions required to be paid by Employees to the Teachers' Retirement System for the account of such Employee.

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

ARTICLE XVI Supplemental Retirement Benefits: Retirement Program and Deferred Compensation Program

16.1 Retirement Program Eligibility

A retirement program shall be available for the duration of this Agreement for the Employees who meet all of the following eligibility criteria:

16.1.1 Completed at least fifteen (15) years of full time, or its equivalent, teacher service in the District as of the date of retirement.

16.1.1.1 If an Employee retires earlier than anticipated and as a result fails to meet the eligibility requirement of 16.1.1 above prior to the effective retirement date, they shall be required to reimburse the District for the value of all salary and benefits received under this retirement program that exceed what the Employees would have otherwise earned had they not participated in this retirement program. The administration, with input from the Employees, will develop a repayment plan of deductions from the Employees' remaining paychecks.

16.1.2 Meet one (1) of the following requirements:

16.1.2.1 Are age of fifty-five (55) or older on the last day of employment; or

16.1.2.2 Are less than age fifty-five (55) on the last day of employment and then turn fifty-five (55) no later than December 31st of that same calendar year.

16.1.3 Have filed for participation in the retirement program of TRS with a retirement date no later than June 30, 2030, provided, however, that this retirement program shall not be available to any Employee who elects to participate in any TRS program which requires an Employer/Board contribution or penalty, or if a penalty will be due from the District for exceeding the 6% salary increase limitation.

16.1.4 Submitted a Letter of Intent to Retire by January 1st of the school year when the Employee wants to begin receiving the retirement stipend with a retirement date that is no later than the end of the school year during which the Employee will have completed thirty-five (35) years of TRS service credit which shall include the Employee's unused accumulated sick leave days up to a maximum of three hundred and forty (340) days which will be submitted to TRS for up to two (2) years' of service credit. With the Letter of Intent to Retire, the Employee must submit a TRS Benefits Summary confirming the Employee's TRS service years and accumulated sick leave reported to TRS by prior employers.

Example: If Employee has completed thirty-three (33) years of TRS service credit by June 30, 2027 and has three hundred and forty (340) accumulated sick leave days, the Employee must retire at the end of the 2026-2027 school year to be eligible for this Retirement Program. Therefore, in order to receive the full four (4) years of 6% creditable earnings increases, the Employee must submit the Letter of Intent to Retire by January 1, 2024. If the Employee waits until January 1, 2025 to submit the Letter of Intent to Retire, he/she will receive three (3) years of 6% creditable earnings increases. If submitted by January 1, 2026, he/she will receive two (2) years of 6% creditable earnings increases. If submitted by January 1, 2027, he/she will receive one (1) year of 6% creditable earnings increases.

16.2 Retirement Program Procedures

In order to be eligible to participate in this retirement program, an Employee must submit an irrevocable Letter of Intent to Retire to the Superintendent no later than January 1, 2027, setting forth a desired retirement date at the end of a School Year not later than June 30, 2030. This letter of intent to retire must be received by the Superintendent before January 1st of any fiscal year of this Agreement. An Employee who fails to meet the eligibility requirements above prior to the effective retirement date shall be required to reimburse the District for the value of all salary and benefits received under this retirement program that exceed what the Employee would have otherwise earned had he or she not participated in this retirement program. The administration, with input from the Employee, will develop a repayment plan of deductions from the Employee's remaining paychecks.

Submit letter no later than	Retire at the end of the School Year, no later
January 1, 2024	June 30, 2027
January 1, 2025	June 30, 2028
January 1, 2026	June 30, 2029
January 1, 2027	June 30, 2030

16.3 Retirement Program Benefit

16.3.1 Stipend

As a voluntary retirement benefit for Employees who qualify as provided above, the Board agrees to increase the Employee's TRS creditable earnings by 6% over the Employee's prior year's reported TRS creditable earnings for each remaining year of the Employee's employment in the District. The Employee will receive his/her normal step increase and then will be paid an additional amount equal to the difference between the step increase and 6% but under no circumstance will the Employee's total TRS creditable earnings exceed 6%. This increase will be granted beginning in the School Year in which the Employee gives notice as provided above. A retiring Employee may receive no more than four (4) years of 6% creditable earnings increases under this program.

An Employee for whom an extra-duty stipend or additional creditable earnings (e.g., coaching, activities, game worker, or summer curriculum, etc.) was part of the Employee's creditable earnings in the school year prior to the School Year in which notice is given and who ceases to perform such duty in any year prior to retirement will have the stipend/earnings for that duty subtracted from the creditable earnings increases provided under this program for each remaining year. Under no circumstances may an Employee participating in this program receive a non-exempt creditable earnings increase exceeding 6% over the Employee's prior year's creditable earnings due to increases in new stipends from coaching activities, summer school, or other extra duty pay except as provided in Section 16.5.4. Creditable earnings that are exempt from the TRS rules are not limited.

If the District makes a unilateral decision to change a benefit level or eliminate a program, activity and/or extracurricular, and such decision will cause the creditable earnings of an Employee participating in this Retirement Program, at no fault of his/her own, to decrease below 6% over the Employee's prior year's creditable earnings, said Employee shall be held harmless and will receive 6% over the Employee's prior year's creditable earnings.

The voluntary retirement benefit referenced herein shall be paid to such Employees in one lump sum with their final paycheck for regular earnings for each program year.

16.3.2 Post-Retirement Dental Insurance

For Employees who submitted for retirement under the District's Retirement Program on or before January 1, 2023, the retiree shall be allowed to continue participation in the District's dental plan, at the current active employee rate, receiving a maximum of $1,500.00 per year in benefits in accordance with the plan for up to ten (10) years or until the retiree becomes Medicare eligible, whichever is first. This benefit is not available for Employees who submit for retirement under the District's Retirement Program after January 1, 2023

16.4 Retirement Program Duration.

The application for the retirement program, as set forth in this Article, shall only be available for the duration of this Agreement. In order to receive the benefits set forth in this Article, an Employee must elect to retire effective no later than June 30, 2030. Participating Employees who elect to retire under the provisions of this Article and not later than June 30, 2030, will receive the benefits of and only the benefits of this program. Regardless of the participation and experience in the implementation of this Agreement, in no event shall this Agreement create an expectancy of a property interest among staff members, who have not submitted an irrevocable letter of intent to retire to the Superintendent by January 1, 2027, nor shall the same be regarded as a policy,

custom, practice, or contractual agreement between the Parties beyond such date. Nothing in this Agreement, however, shall be deemed to prohibit the Parties from mutually agreeing to amend this Agreement or to continue this Agreement during or after the term of this Agreement.

16.5 Deferred Compensation Program.

Effective August 1, 2023, the Board will no longer make non-elective employer contributions to deferred compensation accounts on behalf of Employees unless such Employee received such contribution while participating in the District's Retirement Program in which case the contribution will continue to be made until the Employee retires.

16.5.1 Deferred Compensation Committee (403b/457b Committee).

The Superintendent or designee and the Association shall establish an ongoing Deferred Compensation Committee. Membership on the Deferred Compensation Committee shall be made up of two (2) HHSTA members appointed by the President of the Association, the Superintendent, the Chief Financial Officer, the Assistant Superintendent of Human Resources and members of other represented groups. The Deferred Compensation Committee shall meet at least quarterly and may hold less, or additional meetings as agreed by a majority of the members of the Deferred Compensation Committee. Responsibilities of the Deferred Compensation Committee shall include monitoring the deferred compensation plan and its usage, making recommendations regarding plan specifications and design changes, and conducting employee education seminars. No changes will be made in the deferred compensation plan without complying with Board Policy 4:52 and its administrative procedures and attaining the express approval of the Association.

ARTICLE XVII Miscellaneous

17.1 Dues Deduction. The Board, upon the receipt of a written notice of authorization from the Employee as provided by the Association and in accordance with the Association's guidelines and procedures, shall deduct twice each month from October through May a pro-rated amount of the Employee's Association dues from his/her pay and remit such deduction to the Association no more than ten (10) working days after the payday for which the deduction is made. The Association shall annually certify the annual amount of dues to the Board before September 15th by providing a list of each Employee who has authorized dues deductions.

17.2 Pursuant to the *IELRA*, the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by an Employee for deductions made or not made in good faith reliance on the Association's notification to the District of an Employee's request to authorize, revoke, cancel, or change authorizations for payroll deductions.

17.3 Payroll deductions for a credit union and tax shelter annuities will be made if properly authorized by the Employee. Deductions will be made as soon after the filing of the authorization as normal District business operations permit. Amounts withheld will be forwarded to the authorized organization as soon thereafter as normal District business operations permit.

17.4 Employees shall be notified prior to the end of the School Year of their tentative teaching assignments for the following School Year. It is understood that the assignments may be changed by the Administration.

17.5 *Americans with Disabilities Act*. The Parties agree that the District may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the *Americans with Disabilities Act*.

ARTICLE XVIII Attacks On Employees

18.1 Upon receipt of a written complaint from an Employee, the Superintendent shall report all incidents of battery committed against an Employee to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than thee (3) days after the occurrence of the attack.

18.2 The Board will indemnify Employees against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including the defense of all of the same, when damages are sought for negligent or wrongful acts alleged to have been committed within the scope of an Employee's employment or under direction of the Board.

18.3 In the event of any attack upon an Employee during the performance of assigned duties, the Board shall reimburse Employee for the reasonable value of any clothing or other personal property damaged or destroyed during such assault.

18.4 Upon request, the Board will supply an Employee's survivor with advice on the benefits due the survivor.

ARTICLE XIX Evaluation

19.1 If it becomes necessary to change the District's Teacher Evaluation Plan concerning Employees, e.g., changes in definitions of ratings, changes in job description of a teacher, changes in evaluation forms and changes in the remediation plan, the Association and Administration will work cooperatively to achieve these changes.

19.2 If the Employee disagrees with the written evaluation, the Employee may submit a written response within twenty (20) working days of the Employee's receipt of the evaluation and any such written response shall be attached to the file copy of the evaluation in question.

19.2.1 If a tenured Employee submits a timely written response as provided above and at the same time specifically requests an evaluation by a different evaluator, the next evaluation shall be done by a different evaluator selected by the Administration. This right may not be exercised more than once per year or during the period of formal remediation as set forth in the Teacher Evaluation Plan. A timely request for an evaluation by a different evaluator shall not be construed to prohibit or postpone the Board's right to take action (e.g., the issuance of a rating) on the basis of the evaluation(s) already on file.

19.3 Each Principal or his/her designee will hold a minimum of three (3) evaluation conferences with each non-tenured Employee in his/her building every school year.

19.4 Employee evaluations, including any related ratings, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XX Severability

Should any article, section or clause of this Agreement be declared illegal by a court of last resort, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE XXI Vacancies, Promotions, Transfers

21.1 The Superintendent shall have posted on the District website a notice by job title of all vacancies of regular and administrative staff positions and compensated extra-curricular positions that occur in the District during the School Year with the exception of a vacancy of the Superintendent position. The Superintendent position shall not be subject to the requirements set forth in this Article XXI.

21.1.1 All vacancy notices for regular and administrative staff positions shall set forth the minimum qualifications and the application procedure.

21.1.2 Notices shall be posted on the District website not later than five (5) working days following the Board's action creating the new position or the Board's decision to fill a vacancy after acceptance of a resignation.

21.1.3 Such vacancies shall not be filled permanently until at least five (5) working days after the posting required in 21.1.

21.1.4 Nothing in this Article shall be construed to obligate or require the Board to fill a vacant position.

21.1.5 This provision shall not apply to vacancies occurring after August 15th for the following School Year.

21.2 Job vacancies arising during the summer vacation shall also be posted on the District website.

21.3 Any Employee presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer to another building where a vacancy exists by submitting a written application to the Personnel Office.

21.3.1 When the District determines it is necessary to transfer an Employee within the District, the Administration shall first ask for and consider qualified volunteers to effectuate the transfer.

21.3.2 Any Employee involuntarily transferred to another building or another department shall be notified of such transfer as promptly as possible after the decision has been finalized.

21.4 An Employee who has been involuntarily transferred to another building shall be given first consideration in filling any vacancies that may arise in the building from which the Employee was involuntarily transferred. If the request is denied and the Employee requests in writing the reason for such a decision, the Administration shall advise the Employee in writing of the reason(s) for such decision within fifteen (15) working days after receipt of the written request.

Such decision shall be grievable according to the provisions of Article XIV up to but not including the arbitration step. There shall be no blanket prohibition by the Board or the Administration against transfers between the buildings.

21.5 Sections 21.1, 21.2, 21.3, and 21.4 shall not be applicable to vacancies caused by Employees who fail to give the District notice of resignation as required by law.

21.6 The traveling Employee's home school and department chair will be determined each year by the Superintendent. Where practical, an effort will be made to accommodate any reasonable request(s) made by the traveling Employee.

ARTICLE XXII Entire Agreement

The parties acknowledge that, during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the duration of this Agreement, (except as provided elsewhere in this Agreement) each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, including the impact of the Board's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment.

ARTICLE XXIII Board Rights

23.1 The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibility for the proper management of the District, including but not limited to the responsibility for and the right to:

23.1.1 Maintain executive management and administrative control of the District and its properties and facilities and the activities of its Employees as related to the conduct of District affairs.

23.1.2 Hire all Employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal (subject to the statutory provisions governing dismissal) and to evaluate, promote and transfer all such Employees.

23.1.3 Establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

23.1.4 Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended.

23.1.5 Determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the bargaining unit.

23.2 The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

23.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois *School Code* or any other national or local laws or regulations as they pertain to education.

SIDE LETTER

If the Board decides to seek a waiver of Illinois *School Code* provisions pursuant to the applicable provisions of 105 ILCS 5/2-3.25g that directly affect the terms and conditions of employment of Employees, it shall notify the Association. The Association shall be advised at least seven (7) days prior to any meeting of the Board where the Board will consider any such waiver request.

APPENDIX A
WORK DAY OPTIONS 1 AND 2

Option 1 - Straight 8 with Supervision	**Option 2 - Straight 8 with Access**
General ● 8 Period Day 8-3:15 ● 50-minute classes/lunch ● Student - 7 classes/1 lunch ● Staff - 5 classes, 1 lunch ○ 1 semester of supervision	**General** ● 8 Period Day 8-3:15 plus access period between 2 & 3 ● 46-minute classes/lunch ● Student - 7 classes/1 lunch/1 Access ● Staff - 5 classes, 2 prep, 1 lunch, 1 Access (27 minutes)
Consideration ● Supervision could have different configurations (e.g., every other day, shared)	
Student Support ● Use content area teachers to staff academic 'labs' ● Staff targeted support group spaces - students assigned and evaluated for progress ● Related Services available ● Students can be assigned for half of lunch ● Students drop in during lunch	**Student Support** ● Access to academic support during Access period Lunch periods ● Use Interventionists to staff academic 'labs' ● Staff targeted support group spaces - students assigned and evaluated for progress ● Related Services available ● Students can be assigned for half of lunch ● Students drop in during lunch

APPENDIX B
PROFESSIONAL PAY RATE RATES NOT INCLUDING CLUBS/ACTIVITIES/ATHLETICS

Activity	Explanation	Pay Rate
Academic Support, Student Support, Detention	Working with students Examples: Summer School, Learning Pods, ERW Academic Help, 1:1 Student Support, Detention	2023-2024: $60.94/hour 2024-2025: TBD 2025-2026: TBD 2026-2027: TBD
Curriculum Work and Professional Development	Certified staff engaged in teacher (non-student) team work outside of the school day/year Certified staff creating teacher (non-student) team work, regardless of when it is delivered (e.g., Institute Day, ERW) Examples: Prepping for Induction, ERW, summer curriculum work	2023-2024: $46.17/hour 2024-2025: TBD 2025-2026: TBD 2026-2027: TBD
Internal Substitute Rate	Certified staff serves as a substitute teacher during prep period (planning, preparation, grading are not required)	2023-2024: $43.44/period 2024-2025: TBD 2025-2026: TBD 2026-2027: TBD
Dances	Supervising Homecoming dance, Prom etc.	2023-2027: $50.00/hour
Special activities of groups and organizations requiring Employees' services during non-school time		2023-2024: • Up to 4 hours: $82.15/event • 4-13 Hours: $20.53/hour • 13-24 Hours: $266.83/event 2024-2025: TBD 2025-2026: TBD 2026-2027: TBD

Any rate in this chart marked with TBD will be increased at the same percentage increase applied to the cells on the salary schedule for each year of the Agreement.

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