Professional Negotiation Agreement

The Board of Education
School District 100

The South Berwyn Education Association

2026-2029

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ARTICLE I
Recognition

A. The Board of Education of School District 100, Cook County, Illinois, hereinafter referred to as the "Board" hereby recognizes the South Berwyn Education Association, hereinafter referred to as the “SBEA” affiliated with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiation agent for all full or at least 30% part time teachers, including certified school nurses, psychologists, speech pathologists, social workers, special education coordinators, certified media specialists and counselors. The following positions are not included in the bargaining unit: managerial, supervisory and short-term employees as defined in the IELRA including, but not limited to, substitute teachers, para-educators, and the following listed administrative positions:

Superintendent
Assistant Superintendent
Business Manager
Director
Assistant Director
Principal
Assistant Principal

The parties hereto acknowledge that the attainment of objectives of the educational program of the District is a joint responsibility of the Board, the administration, and professional teaching staff and that therefore, the free and open exchange of views is desirable and that to this end the parties, with mutual respect, shall embrace the challenges of the future.

B. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the SBEA in the negotiating unit as determined in paragraph "A" above. The word “Board” when used in this Agreement shall mean the Board of Education of School District No. 100 or its designee(s). The Superintendent is the chief administrative officer of the Board and as such, shall be recognized as the representative of the Board.

C. The Board agrees not to negotiate with any teachers' organization other than the SBEA for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters specifically covered by this Agreement.

ARTICLE II
Communication

A. The members of the Board of Education of District 100, SBEA and School District administrative team, commit themselves to building a positive and effective working relationship. To foster the working relationship and mutual trust between teachers and administration, the Teacher-Administration Collaboration Committee shall be established. The committee shall be composed of the president(s) of the SBEA, the Superintendent, plus any other individuals that would be helpful for communicating and problem solving. The committee will meet monthly to discuss specific issues, including but not limited to district-wide and building related issues, as well as to monitor the quality of communication within District 100, provided at least one of the parties has submitted an agenda item to the other party. Agenda items will be exchanged five days before the meeting. To ensure a positive school climate, all district or building issues whether related to the contract or not should first be addressed through the SBEA representative to the building principal for resolution.

- At the September collaboration, a mutually agreed upon form will be approved for the school year.
- Follow up from building administration regarding resolution of items presented at building level collaboration, including a plan of action if necessary, shall be completed within a mutually agreed upon time frame.
- If a satisfactory resolution cannot be reached at this level, a meeting with the Superintendent or designee, SBEA president, principal, SBEA representative and other concerned parties will be arranged to come to a mutual resolution. If the resolution is not satisfactory for either party, the items will move to the monthly forum.

B. The Board and the teachers agree that effective communication and decision-making are critical to the wellbeing of District 100. The following principles will be applied with respect to participation in committees, implementation of procedures, and communicating between parties.

- Clarification of the decision-making process being utilized in a particular forum.
- Adequate time for both parties to respond to inquiries for information and feedback regarding issues.
- Foster mutual respect and positive professional relationships.
- Evaluation and feedback systems for programs and procedures within the district.

ARTICLE III

Definition of Responsibilities and Rights

A. Management rights: The Board, on its own behalf and on behalf of the electors of District 100, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of Illinois and the United States.

B. The Board agrees to participate in good faith negotiations with the duly designated representatives of the SBEA.

C. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and other matters of concern to either party. The obligation to bargain in good faith does not require either party to agree to a proposal or require the making of a concession.

D. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and SBEA for ratification.

E. The Board agrees that teachers shall have the right to organize, join and assist the SBEA to participate in professional negotiations with the Board through representatives of their own choosing.

F. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, or terms of employment by reason of his/her membership in the SBEA or participation in negotiations with the Board or in his/her initiation of any grievance, complaint, or proceeding under this Agreement.

G. The Board agrees that its rules and regulations governing the discipline of tenure teachers shall not be inconsistent with the School Code.

H. The Board agrees that a bulletin board may be used by the SBEA in each school building for posting notices of activities and other matters of SBEA concern. The regular district mail service shall be made available to the SBEA for communications to teachers.

I. Both parties agree that they shall not discriminate against an employee or applicant for reason of race, religion, creed, color, marital status, sex, sexual orientation, age, or national origin.

J. The Board agrees that the SBEA and its representatives shall have the right to use school buildings for meetings and to transact official SBEA business on school property during non-school hours provided that this does not interfere with or interrupt normal school operations. Every attempt will be made to avoid any conflicts with previously scheduled meetings. When special custodial service is required, the Board may make a reasonable charge for this service.

K. The SBEA agrees that matters relating to supervisor-teacher or Board-teacher relationships shall not be initially discussed in the presence of students or parents other than board members.

L. The Board agrees to provide written responses to all SBEA requests, which may be necessary for the SBEA to process any grievance or complaint. The Board shall make available to the SBEA, upon request, any existing public records that are deemed relevant by the SBEA to a pending grievance or necessary for the proper enforcement of this Agreement. Standing requests shall not be honored and nothing herein shall require the administrative staff to research and assemble information.

M. Contracts for new teachers and probationary teachers shall be consistent with the terms of this Agreement and will follow all applicable School Code requirements and state and federal law requirements.

N. Upon prior agreement of the board president, SBEA president(s), and/or Superintendent, the Board shall place on the agenda of each regular Board meeting as an item for consideration under "Superintendent's Report" any matters appropriate for public disclosure and relevant to District business that is brought to its attention for its consideration by the SBEA. Items brought to the Superintendent less than 72 hours prior to the regular meeting shall be placed on a supplementary agenda or orally added to the list of agenda items as long as it follows the previously stated guidelines.

O. A copy of the Board agenda for each meeting will be emailed to District 100 staff at the time it is distributed to board members. The approved minutes of each meeting will be posted on the website within ten days after the regular monthly board meeting.

P. The SBEA may make recommendations to the Board on any fiscal, budgetary, or tax programs, construction programs, considered or proposed annexation or consolidation, or revisions of educational policy, which are proposed, or under consideration. Nothing herein shall be construed to limit the Board's authority to take action at any time.

Q. The Board or its designee shall consult with the representatives of the SBEA in the preparation of the school calendar. Such consultation will begin no later than the February collaboration meeting.

R. The Board shall grant the right to use school equipment including, but not limited to, duplicating equipment, calculating machines, computers, fax machines, printers, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. The SBEA shall pay for the reasonable cost of all materials and supplies used and accept responsibility for repair of equipment damaged because of SBEA use.

S. Names and addresses of newly hired teachers shall be provided to the SBEA within a reasonable time after approval of their contracts by the Board.

T. SBEA officers consisting of president, vice president, and internal management, and SBEA representatives shall be granted up to a total of 14 SBEA business days for pertinent local, state, or national SBEA business, not to exceed three days for any one individual provided the SBEA reimburses the district for the cost of the substitutes and further provided that a written request for leave has been received by the Superintendent or designee at least five days prior to the date of absence. In case of emergency, the Superintendent or designee shall be authorized to waive the five-day notice requirement. Further, an additional four days of SBEA leave shall be provided under the same terms and conditions as stated above to an SBEA member who is elected and serves as an IEA Regional Officer for the purpose of fulfilling the responsibilities of that position.

U. When any teacher is required to appear before the Board or before any Board committee concerning any matter which could adversely affect the continuation of that teacher in their office, position, or employment, or the salary or any increments pertaining thereto, the teacher shall be given 14 calendar days prior written notice of the reasons for such meeting and shall be entitled to have a representative of the SBEA present to advise them and represent them during such meeting.

V. Within 30 days of ratification of the Professional Negotiation Agreement, the Board will make available through the district website an electronic copy of the SBEA Agreement. New hires will be provided the instructions to locate the contract on the district website by the district office at the time of completing district paperwork. The SBEA will assume the duty to explain the Agreement to all newly hired teachers.

ARTICLE IV
Negotiation Procedures

A. Negotiations shall begin no later than March 15th of the year in which this Agreement expires, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

B. Tentatively agreed upon material shall be reduced to writing and signed and initialed by the parties at the time of Agreement.

C. When the SBEA and Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the SBEA for ratification and to the Board for official approval.

D. After all proposals have been thoroughly discussed, or after 90 consecutive calendar days and the parties are unable to further resolve their differences, either party may declare in writing that an impasse exists. In the case of an impasse, provisions outlined by the Illinois Education Labor Relations Act will be followed. A written request for mediation by one party shall be considered a joint request, and the other party shall join in the request.

E. In the event of a declaration of an impasse, The Federal Mediation and Conciliation Service will be called upon to provide a mediator, unless both parties agree to call in some other mediating service. No mediator may perform any services beyond what both parties agree to allow such mediator to perform. The cost of the mediator shall be shared equally by the Board and the SBEA.

ARTICLE V
Representation Referendum

Any representation referendum shall be conducted in accordance with the provisions of the IELRA and applicable rules of IELRB.

ARTICLE VI
Academic Freedom

A. It is the intent of the parties to ensure that teachers enjoy academic freedom in the district. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and learning standards based on state and federal requirements, assuming that all information concerning controversial issues shall be presented in a research-based and factual manner. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters that are relevant to the subject matter under study, and within their area of professional competence. All facts concerning controversial issues shall be presented in a scholarly and objective manner, and all discussion shall be maintained within the outlines of appropriate course content, and be pedagogically justifiable.

B. It is the intent of the parties that this article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the administration regarding the curriculum, methodology, selection of materials or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph "A" above, has been clearly and positively breached by some specific, definitive act or order of the administration of the District.

C. Both parties acknowledge that the best practices of teaching require the use of many varying methods, pedagogies, tools, and approaches and that a differentiated approach to teaching is in the best interest of students. Since teachers are expected to differentiate for student learning, teachers will be granted the ability to differentiate their teaching methods to meet the variety of student needs. Teachers shall be granted the appropriate and discretionary use of teaching resources, programs, technology, materials, and digital resources that their professional judgment determines to be the most effective for their students so long as it is supported by data. Teachers will follow the Illinois Learning Standards and spirit of district initiatives, while being allowed a measure of flexibility and freedom within each initiative as it serves the best interest of students.

D. The disposition of district resources will be determined in collaboration with the impacted teachers and/or building staff through the school or district improvement planning process.

ARTICLE VII
Teacher Protection

A. In case of physical or verbal assault upon a teacher, the Board shall provide legal advice to that teacher if, in the opinion of the Board, this will not create a conflict with the interests of the Board. Legal advice shall be limited to an opinion of the Board attorney. Defense of the teacher in a lawsuit shall be provided only with the concurrence and support of the insurance carrier covering liability of the Board and personnel. The Board shall provide legal assistance in a suit initiated by a staff member if the Board has been consulted prior to the initiation of that suit.

B. Parent Concerns

- Administrators contacted by parents about a student concern will hear the issue and direct the parents to communicate with the teacher when appropriate.
- The District will make every attempt to notify the teacher promptly within 24 hours of the parental concern.
- If a parent requests a meeting, the administrator will document the parent's statement of concern and may set up a meeting with the parent, teacher and SBEA rep (if applicable).
- A resolution plan may be created by the administrator and the teacher
- No disciplinary or evaluative action will be taken against the teacher prior to the opportunity for the teacher to hear and address the concern.
- DCFS complaints will be reported in accordance with the procedure mandated by law.
- No district action will be taken against any teacher who declines to participate in any DCFS investigation without the presence of teacher-selected representation.

C. An employee may petition the Superintendent or designee to consider the removal of specific negative, disciplinary or other harmful material used to discipline an employee which has been placed into an employee's personnel file, after such material has remained in the employee's file for a minimum of five years.

D. Teacher vehicles that are damaged by students while teachers are performing their professional responsibilities, before, during, or after school, shall be reimbursed for such damage up to the sum of $500 or their insurance deductible, whichever is less. Damage to vehicles during these times by students must be established by substantial evidence acceptable to the Superintendent or designee.

E. A teacher shall not transport students under any circumstances. District policies and procedures regarding student transportation shall be followed.

F. Procedures for placing letters in personnel file, refer to Appendix C.

Article VIII

Professional Qualifications and Assignments

A. Every effort will be made to place a teacher in his field of competency as determined by state licensure, ISBE guidelines, and or proven teaching success at a grade level or subject areas.

B. All teachers will be given notice of their work assignments for the forthcoming year by the end of the academic year. Changes during the summer will be communicated to the teacher immediately after the decision is made. In the event changes in such assignments are proposed, the teacher affected must be notified promptly and be given the opportunity to discuss the proposed change with the administration.

Teachers' preferences regarding assignment of classrooms, transfers to other buildings, assignment of courses, and subjects to be taught will be communicated to appropriate administrators in writing by April 1. Their preference will be honored insofar as possible consistent with the best interests of the students and the total educational program, the qualifications, and length of service of teachers involved. Teachers will be advised of any room changes within the building at least three weeks before the end of the school year except in cases of emergency.

C. Any assignments outside the normal working hours, with the exception of Article VIII, Section B, during the regular school term, including extra duties, shall not be obligatory but shall be with the consent of the teacher, except for those teachers whose job descriptions include extra-curricular activities outside the normal working hours. The Business Office maintains complete, accurate and up to date job descriptions.

D. Positions in the summer school program shall, to the extent feasible, be filled by regularly appointed teachers in the school district. In filling such positions, consideration shall be given to a teacher's competence including major and minor field of study.

E. Part Time/Shared Time Assignments

Teachers acquire tenure pursuant to the applicable provisions of the School Code. A teacher cannot acquire tenure by virtue of part time teaching. However, a teacher who has acquired tenure and who either: a) is reduced to part time by Board action, or b) voluntarily goes on part time status with the Board, retains his/her tenure rights.

1. Tenured teachers may request to be put on part-time status and two tenured teachers may request to share a full-time position. All such requests for part time status (shared positions) must be approved by the Board. Tenured teachers who request and receive part time positions shall be entitled to retain those positions from year to year on the same basis as full-time tenured teachers unless reassigned by the Board. Compensation and fringe benefits for part time tenured teachers shall be determined on a pro rata basis. Pay for holidays shall be provided only if that teacher is regularly scheduled to work on the holiday. Part time tenured teachers shall be entitled to sick leave on a pro rata basis but, except as otherwise specifically required by law, shall be ineligible for any other leave. A part time tenured teacher may request to be returned to full time status and this request will be granted provided there is a vacant and available full-time position, which the teacher is legally qualified to fill.
2. Regularly employed, non-tenured part time teachers employed who have served on a continuous basis in the same part time assignment for three or more full school terms shall be entitled to retain those part time positions provided that the Board does not eliminate any such position, the non-tenured part time teacher is not bumped by a tenured teacher, or the teacher is dismissed by the Board for cause. The Board shall have sole discretion in determining whether there is cause for the dismissal of a non-tenured, part time teacher. Non-tenured, part time teachers shall receive compensation and fringe benefits on a pro rata basis. They shall receive pay for holidays only if the holiday falls on a day they are regularly scheduled to work. They shall be entitled to sick leave on a pro rata basis, but shall not be eligible for any other leave.

3. A written request from a tenured teacher for a change to or from part time status for the following school year must be received by the Board no later than 90 days before the end of the school term.

4. All permanent, part time employees shall receive all forms of compensation on a pro rata basis equal to the percentage of the workload, unless prohibited by outside constraints or prior contractual agreements.

F. Posting Vacancies

Vacancies in teaching positions shall be publicized to the District's staff schools by posting the vacancy on the District's website, and notification via the District's e-mail for a period of not less than five days. Staff members who desire to fill any vacancy shall file their application in writing with the Superintendent or designee promptly and within any time limit specified in the notice that shall not be less than five working days from the date of the notice. Vacancies occurring after the close of the schools in June and before the schools reopen in the fall shall be posted in the District's central office, posted on the District's website, and notification via District's e-mail.

Vacancies created due to assignment changes during the 30 days prior to the opening of school shall not be subject to the posting requirements of this provision.

Vacancies in Appendix B which occur after the school year has begun, and have been posted for 10 school days, can be offered to candidates not currently employed in the District at a rate not more than 20% higher than previously offered within the District.

ARTICLE IX
Teaching Hours and Assignments

A. Student Attendance Hours: Elementary entry bell rings at 8:25 AM. Elementary (K-5) attendance hours will be from 8:30 AM - 3:00 PM. Middle school (6-8) attendance hours will be from 8:15 AM - 3:17 PM. Student attendance hours shall be maintained, and any change will be negotiated through the process outlined in Article IV.

Teacher Work Hours: The work hours for elementary and preschool teachers shall start at 7:50 AM and end at 3:05 PM. The work hours for middle school teachers shall start at 8:07 AM and end at 3:22 PM. The teacher workday shall be maintained, and any change will be negotiated through the process outlined in Article IV.

B. Supervision Responsibilities: Teacher supervision of the hallways and common indoor/outdoor areas of the school building during student arrival, dismissal, and transition/passing periods is essential to the safety and well-being of students. All teachers will assist with active supervision of hallways and common areas during student arrival and dismissal. Staff members who do not directly instruct students at the end of their workday will be assigned by their building administration to assist with the dismissal procedures for another classroom or to supervise an area of the school during dismissal. No later than one working day before the first student attendance day, and as necessary throughout the year, the administration of each building shall communicate to each staff member the location(s) the staff member is required to supervise during student arrival and dismissal.

This section does not apply to Extended Duty Supervision as determined by building administration and compensated via Appendix B.

C. All teachers are required to attend three evening activities. One additional activity may be required. Activities assigned beyond the required three will be reimbursed at a rate of $36 per Appendix B per hour. Activities are considered two and a half hours or less. At the beginning of the year, the principal will assign two activities. The remaining activity will be selected through a sign-up procedure. Examples of such activities include, but are not limited to: Open House, Curriculum Night, Holiday Musicals, Reading/Math nights.

D. Wherever feasible, a duty-free recess shall be provided to all teachers whose children have recess.

E. Planning will consist of a combination of individual and collaborative plan time designed to support high-quality instruction and student learning.

- Elementary
    - Grade level teachers will receive a total of at least 385 plan minutes per week, consisting of 11 plan periods of 35 consecutive minutes each: seven individual planning periods and four collaborative planning periods per week, designated by the building administration. Up to two collaborative planning periods may take place before the student day, as determined by the building schedule.
    - All preschool teachers, specials teachers, and teachers servicing more than one grade level will receive a total of at least 385 plan minutes per week (245 individual and 140 collaborative). When possible, they will also be provided common plan time during student contact hours. More than two collaborative planning periods may take place before the student day, as determined by the building schedule. Personal plan time must be at least 20 consecutive minutes.
- Middle School
    - Teachers will receive a total of at least 390 planning minutes per week, consisting of 10 plan periods of 39 consecutive minutes each: six individual planning periods and four collaborative planning periods per week, designated by the building administration. All planning periods will take place during the student day.

Individual plan time and collaborative plan time serve distinct but complementary purposes and are not interchangeable. Individual plan time is reserved for independent professional responsibilities, while collaborative plan time is intended to support structured, team-based instructional work.

Individual planning time is defined as uninterrupted time during the workday in which teachers are not assigned duties, meetings, or supervisory responsibilities, except in unforeseen or emergency situations. This time is reserved for professional tasks, including, but not limited to, lesson planning, grading, assessment analysis, documenting student progress, earnest effort to collaborate with colleagues, communication with families, and individual student support planning.

Collaborative planning time is defined as structured time during the workday when teachers participate in grade-level teams, content teams, Professional Learning Communities (PLCs), and MTSS. The time shall focus on activities such as analyzing student data, developing common assessments, aligning curriculum, planning instruction, monitoring student progress, problem-solving to support student learning, including attention to social-emotional learning, attendance, and behavior, and engaging in meetings.

If a collaborative planning time must be scheduled by an administrator or designee during a personal planning time, the teacher and principal or designee will hold a conversation between the affected teacher(s), his/her association representative if needed, and the building principal. Together, they will develop a reasonable solution within three school days.

Each quarter, building administration will select one team/common planning meeting (middle school) or one common plan/building meeting (elementary) to cancel. The canceled meeting will default to personal/individual plan time. The dates for these occurrences will fall within the last 5 day week of the quarter and be determined by each building's school leadership team and announced to staff as far in advance as possible.

F. A professional development advisory committee including building and district administrators and five members appointed by the SBEA will meet up to four times during the calendar year to provide input on Institute Days. Full day Teacher Institute/Inservice Days will run from 8:00 - 3:00 pm, unless subsection G of article IX is applied. Half day Teacher Institute/Inservice Days will run from 8:00 - 12:00 or 240 minutes. Full day Teacher Institute/Inservice Days will contain five hours or 300 minutes dedicated to professional development. Professional development hours will be awarded on a 1:1 basis. The remaining time will be divided between lunch, travel, and individual planning time. Planning time will be as consecutive as possible. Participation in Teacher Institute/Inservice days is a professional responsibility that allows staff to continue to enhance their craft. Every effort will be made to provide engaging and quality professional development aligned with the District's goals.

G. The School Code allows the district to dedicate two student attendance days as parent teacher conferences. In lieu of the district utilizing student attendance days for parent teacher conferences, the district may instead deduct contractual hours from student non-attendance days for parent teacher conferences. The deductions will be made in hourly increments and total no more than three hours.

H. Flexible hours for certified staff allow for additional student contact time, with the teacher starting and ending later than standard contractual hours. When financially feasible, building administrators may hire a teacher(s) in a flex-hour position. Each flex-hour position will be hired using standard district policy. Flex-hour positions are strictly voluntary. Flex-hour employees are considered full-time employees and are afforded all of the rights guaranteed under the regular teacher contract. An administrator will be present in the building while students are in attendance. Any teacher working individually during flex-hours will be supported with a para-educator after normal contractual hours. Flex-hour teachers will receive the same total planning minutes as standard contractual-hour teachers. Annually, both administration and SBEA will evaluate this position financially, based on building needs, and student performance.

I. Substitute teaching by the faculty:

1. A teacher relinquishing planning time to teach a class shall be paid at the rate of $36 per hour.
2. Applications for period substitute pay will be processed by each building principal.
3. Every effort will be made to get substitutes for all areas of teaching. If no substitute is available, the principal may assign teachers to that class during the teacher's planning period. The assignment request will be accompanied by a reimbursement form.

J. 2026-2027, 2027-2028, and 2028-2029 school years for teachers shall include the calendar as adopted by the Board of Education, which is in compliance with state law and equals 180.5 work days. Provided there is no conflict with state law, the District can schedule up to 4.5 Institute Days. This one half work day held from 8:00 am to 12:00 pm within the school calendar, plus eleven state authorized legal holidays, i.e., Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, M.L. King's Birthday, President's Day (assuming a waiver for Lincoln's Birthday is granted), Casimir Pulaski's Birthday, Spring Holiday and Memorial Day. Teacher attendance days will not exceed 180.5. Daily pay for teachers beginning or ending their employment after the start of the school year or for unexcused absences shall be determined by multiplying the annual salary by 1/191.5.

ARTICLE X

Teaching Conditions and Staff Facilities

A. The SBEA and the Superintendent shall discuss the level of class size at monthly collaboration meetings. At these meetings specific problem areas will be identified. Additional meetings will be held to address the identified concerns. The Board and the SBEA agree that low class size is the desired objective.

If for a period of 30 days, the district student population increases by 10% per grade level district wide during the course of a school year the Superintendent and the Association will meet to discuss ways to reduce class size.

If in an individual class size exceeds 28 students (including self-contained special education students) without support services, or if a classroom teacher feels the size or composition of the class is not in the best interest of the students, the Superintendent and principal involved will meet within 10 days with the teacher and a representative from SBEA to begin to explore options, which may include hiring a paraeducator should the class size continue to increase.

Kindergarten students are enrolled in school for a full-day program and may need additional support. A shared general education paraeducator (bilingual preferred) will be hired for a school that has at least three kindergarten classrooms and when the building average in kindergarten reaches 23. This average can include the dual language classrooms. It would be most beneficial if the para-educator hired were bilingual in Spanish so that all the classrooms including those with heritage language needs would benefit from the instructional assistance. The para-educator will be assigned to the kindergarten team and will remain until the end of the school year. The financial feasibility of this position will be reviewed by the SBEA and the administration on an annual basis. The SBEA and administration will review the academic impact of this position when the contract is renegotiated.

Class size and composition should take into consideration the inclusion of children with special needs, with the goal that the educational needs of all children are met.

If individual class sizes in specials exceed 32 students for a consecutive period of 30 days without appropriate support services or if the teacher feels the size or composition of the class is not in the best interests of the students, the superintendent and principal involved will meet within 10 days with the teachers involved and a representative from the SBEA to arrive at a mutually acceptable solution within the financial constraints of the district budget.

B. The parties agree that authorized representatives of the Board and the Association shall confer from time to time for the purpose of considering suggestions for curriculum development and associated materials and supplies.

C. Whenever possible, the Board shall provide the following physical facilities for each teacher: a separate desk, a file cabinet, and suitable closet space to store coats and personal articles, one of which can be locked.

D. Employee Lunch Period – All employees will be entitled to a duty-free lunch period of 30 minutes or the length of the student lunch period, whichever is longer in accordance with the School Code.

E. No later than upon a teacher's return from maternity leave, teacher and principal or their designee will collaborate to complete the District form pertaining to the expression of breast milk. This form shall include mutually agreed upon scheduled times, location, and coverage for the employee to express breast milk in privacy for up to a year after the birth of a child. Extending coverage may be provided beyond 12 months if it is not an undue hardship to the District. Reasonable break time to express breast milk will be given. The break times may run concurrently with any break times as needed by the employee and shall not create an undue hardship on the District. Coverage for the teacher shall be provided as necessary. Communication regarding changes to the break time schedule shall occur as often as deemed necessary by the employee.

Article XI
Reduction in Force

A. At least 75 calendar days prior to the end of the school year, the District will provide the Association President with a copy of the RIF list.

If the teacher wants to challenge the accuracy of the information on the list, they will have 14 calendar days to bring evidence to the Human Resource Office to correct the alleged inaccuracy.

Within five calendar days of the receipt of such challenges, the District will notify the individual and the Association of whether they consider the challenge valid, appropriate changes will be made to the RIF list. A final RIF list will be posted in each building at least 55 calendar days prior to the end of the school year.

In the event of an actual RIF, the district will follow the requirements as set forth in the Senate Bill (PA 97-08)(105 ILCS 5/24-12). The SBEA will receive notification of which positions and/or programs are being eliminated at least 45 calendar days prior to the end of the school year.

ARTICLE XII

Teacher Evaluation

All teacher evaluations will be conducted in compliance with the Berwyn South District 100 Teacher Evaluation Plan, as well as with the Statutes and Administrative Code of the State of Illinois. The evaluation plan will be detailed in documents that both the District and the SBEA have acknowledged as the governing documents prior to the start of each school year. No later than July 1, the Superintendent of the District and the President(s) (upon SBEA council approval; council is defined by the SBEA by-laws) will approve on the documents that will govern all teacher evaluations for the upcoming school year. No later than September 1, all teachers will be provided with a copy (written or electronic) of these documents that will govern evaluations for that school year.

ARTICLE XIII
Student Discipline

A. Although the Board recognizes that the teacher has the primary responsibility for the maintenance of discipline within their classroom, the Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

1. In case of a threat to school safety or a substantial disruption to the learning environment of other students, the teacher may have a student temporarily removed from the classroom, in accordance with established procedures in the building and in accordance with Article XIII.

2. When a student is excluded by a teacher, the student shall be sent from the classroom to the building administrative office and the problem shall be referred for solution to the building principal or their designee. The teacher shall notify the principal at the time of exclusion the reason for exclusion.

3. The building principal or their designee shall take appropriate action to solve the discipline problem. Should their decision include the re-admittance of the student to class, the teacher shall be notified of the conditions under which re-admittance is granted.

B. The Board's policy governing the use of corporal punishment shall be in accordance with 105 ILCS 5/24-24. A written statement by the Board governing use of corporal punishment of student shall be outlined in Board Policy 7:190.

ARTICLE XIV
Leave

A. Each teacher shall be entitled to a total of 12 sick leave days with full pay per school year. Such sick leave shall accumulate without limit. If all 12 days of sick leave remain unused, they shall be converted to 15 days of the accumulated total at the end of the year. If 11 days of sick leave remain unused, they shall convert to 13 days of the accumulated total. If 10 days sick leave remains unused, they shall be converted to 11 days of the accumulated total. 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/partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. A written statement of the number of accumulated days shall be given to each teacher in September of each year. In the case of absence due to illness in excess of three consecutive days, or as it may be deemed necessary in other cases, verification by a doctor's certificate may be required.

B. The Board shall grant eligible teachers four personal leave days annually at full pay.

Personal leave days can be used for court appearances, religious holidays, college graduations, or weddings of members of the immediate family. Other personal business that cannot be conducted other than during regular school hours is also eligible for personal leave, subject to the approval of the Superintendent. Personal Leave will only need the approval of the Superintendent in the case where a teacher seeks to use any personal leave in the first five days of the school year, the last five days of the school year, the day before or after a holiday, Teacher Institute/Inservice Day, if the teacher seeks to give less than three teacher attendance days' notice for use of personal leave, or the teacher seeks to use three consecutive personal leave days. No more than three consecutive personal leave days may be requested. In all other instances, no administrative approval will be necessary, nor will a reason need to be stated for the use of personal leave.

The District and the SBEA will work together to develop positive incentives for staff attendance at both the building and district level. In addition, the district will communicate the impact that attendance has on student learning, staff and building culture, and district finance.

Waiver of Cook County Paid Leave: Pursuant to Section 42-5 of the Cook County Paid Leave Ordinance, enacted by the Cook County Board of Commissioners on December 14, 2023, as compiled into the Cook County Code of Ordinances at Chapter 42, Article I, Division 1, effective December 31, 2023, and as amended from time to time thereafter ("the Ordinance"), SBEA, on behalf of itself and the members of the bargaining unit, hereby waives its/their rights under the Ordinance. SBEA's waiver of its/their rights under the Ordinance is understood by both parties as being non-precedential and such waiver will neither be implicitly nor explicitly expected as a requirement for bargaining of future contracts between SBEA and the Board/District. This waiver shall sunset upon expiration of this collective bargaining agreement.

C. Unused personal leave days shall be added to accumulated sick leave.

D. The Board shall grant each teacher five days of bereavement leave annually at full pay for the death of an immediate family member. Immediate family includes parents, spouse/partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, cousins and legal guardians. A teacher may use up to three of his/her bereavement days for the death of those not covered by the term immediate family. Unused bereavement days shall not accumulate. Teachers are entitled to child bereavement leave in accordance with the Child Bereavement Leave Act. A teacher may be awarded additional bereavement leave with Superintendent or designee approval.

E. Absence due to a workplace injury or disability shall not be deducted from the teacher's accumulated sick leave after the first three days. In such cases, the Board shall pay the teacher full salary to the extent not covered by workmen's compensation.

F. FMLA: A teacher who is an eligible employee as defined in the FMLA (Family and Medical Leave Act of 1993), and who has not otherwise exhausted available Family and Medical Leave Act time.

G. Pregnancy Disability

1. A teacher who is unable to work due to a disability caused or contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences in the same manner as it may be used for any other sickness or disability. In the event a teacher selects this option, a teacher shall return to work when medically able to do so or take leave pursuant to Part 2 below. A teacher on leave hereunder shall be subject to dismissal due to a reduction in force on the same terms as teachers not on leave and pursuant to their rights under the Illinois School Code.

H. Parental Leave. The Board provides the following alternatives for voluntary parental leave for teachers.

1. Application for Leave: A teacher shall provide at least 30 days advance notice of the intention to take leave under this Part 2 except that if the date of birth or placement requires the leave to begin in less than 30 days, the employee shall provide such notice as is practicable. In the case of adoption, the Board may require documentation of adoption, or that the adoption process is underway, if it deems such documentation necessary. For the birth or adoption of a child a medical documentation is not needed from their physician. However, proof of birth or adoption is required.

2. Length of Leave: This parental leave must be taken within the 12-month period beginning on the date of birth or placement for adoption. The employee will be allowed to use up to 12 work weeks (60 days) of paid sick leave, if available. Intermittent leave can only be taken in conformance with the provisions of the FMLA. Any paid sick leave used by a teacher due to disability caused or contributed to by pregnancy, childbirth, or related medical conditions subsequent to delivery shall constitute part of the 12-week parental leave provided for herein. Non-attendance days will not be counted in the 60 days leave, and they will not be deducted from the sick leave account. Parental leave under this Part 2 shall be without pay if the teacher’s paid sick leave is exhausted.

3. Employment Credit: A teacher shall not lose any benefits accrued prior to the date on which the leave began. During the period of this leave the District shall maintain the teacher's coverage under any applicable group health plan for the 12 workweek or shorter duration of the leave at the level and under the conditions of coverage that would have been provided if the teacher had continued to work during the period of leave. Pursuant to the provisions of the Family and Medical Leave Act of 1993, the District reserves the right to recover any insurance premiums paid for the period should the teacher fail to return to work at the expiration of the leave period, except if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition or other conditions beyond the control of the employee.

4. Return from this leave: The administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign them to a different, similar available position if deemed to be in the best interest of the school district. A teacher on leave hereunder shall be subject to dismissal due to reduction in force on the same terms as teachers not on leave and pursuant to their rights under the School Code.

5. Alternative to the leaves provided in Part one and Part two above: a tenured teacher may be granted an unpaid long-term parental leave subject to the following conditions and limitations. Teachers may either use paid sick leave for disability due to delivery of a child pursuant to Part one above and return to work when the disability ends, or elect a 12 workweek leave pursuant to Part two above or instead, a tenured teacher may elect to take a long-term parental leave under Part three as provided below. During an unpaid long-term parental leave, an employee shall not be entitled to benefits except as specifically stated below.

Leave for childbirth that falls outside of these conditions will be administered in accordance with Illinois State Law.

I. Unpaid Long-Term Parental Leave

1. All requests for unpaid long-term parental leaves must be submitted in writing to the Superintendent at least 60 days prior to the anticipated beginning date of the leave unless circumstances later require the leave to begin sooner. The leave shall begin at a mutually agreeable date, but in any event no later than the date of delivery or the date of placement of an adopted child.

2. The duration of the leave shall be for the remainder of the school year in which it begins, plus one additional school year, if requested. The return will be at the beginning of the school year. A teacher may request a one-year extension of an unpaid long-term parental leave by submitting a written request to the Board prior to March 1st to be eligible for consideration for an extension during the next school year. The decision of the Board to approve or not to approve a request for extension in unpaid long-term parental leave shall not be precedential in future requests for extensions and shall be at the discretion of the Board and shall not be grievable.

3. A teacher on long-term parental leave must notify the Superintendent, in writing, by March 1 regarding the intention to return to the District at the beginning of the following school year. The notice of intention to return must be received by the Superintendent within the time provided above; if not received, the teacher shall be deemed to have resigned from employment.

   Long-term parental leave requests for any preschool child age 1 through 6, provided that if the leave is requested to care for such a child, must commence at the beginning of a school year unless the leave is necessitated due to a serious health condition suffered by the child or other emergency situation.

4. While on unpaid long-term parental leave, a teacher may continue to participate in the District's insurance plan in the same manner of participation as would be afforded to a teacher receiving an unpaid leave of absence for any other purpose. While on an unpaid leave, the teacher must pay the full premium cost to continue participating, provided, however, that for an unpaid long-term parental leave the district shall maintain the teacher's coverage under any applicable group health insurance plan for a period of three months from the commencement of the leave or the date of delivery, whichever occurs first, under the same terms and conditions that would have applied if the teacher had continued to work. Neither sick leave nor any other benefit shall be applicable during a long-term parental leave.

5. Upon return from the leave, the administration will give first consideration to returning the teacher to the same position he/she held prior to the leave. However, the administration may assign them to a different, similar available position if deemed to be in the best interest of the school district. A teacher granted a parental leave who has completed 18 weeks or more of the school term prior to the commencement of the leave, shall be considered to have completed a full year for the purpose of advancement on the salary schedule for that year.

6. A teacher shall retain all unused sick leave and seniority accrued as of the date of commencement of the long-term parental leave but shall not accumulate sick leave or seniority while on the leave.

7. A teacher on long-term parental leave is subject to dismissal due to reduction in force on the same terms and conditions as teachers not on leave and pursuant to their rights under the School Code.

8. A teacher who has been granted a long-term parental leave of absence shall not become eligible for a subsequent long-term parental leave unless and until the teacher has returned to full-time service for at least

one complete school year, provided under exceptional circumstances the Board of Education may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect and shall not be grievable.

9. The provisions of Parts two and three of this Section I shall apply to instances of child adoption by teachers. The leave for adoption must commence as soon as the child has been released to the care of the adopting employee.

J. Sabbatical leave may be granted by the Board in accordance with Section 24-6.1 of the School Code.

K. Under certain circumstances mini sabbaticals may be approved by the Board using the following guidelines:

1. Mini-sabbaticals would not take the place of those that are allowable under Section 24-6.1 of the School Code.

2. The district plan for mini-sabbaticals could grant leaves of up to nine weeks per semester.

3. A mini-sabbatical would be granted for the same reasons as listed in the School Code: for graduate study, research, travel or other purposes designed to improve the school system and the individual.

4. A mini-sabbatical would be available to tenured, certified staff only. If granted a leave of 9 weeks, the staff member would not be eligible for another sabbatical until successfully completing an additional 3 years of service to the district.

5. If a portion of the time is unused, the teacher may reapply for the remainder of the nine week period.

6. The teacher granted a mini-sabbatical would be obligated to pay 50% of the cost or the substitute who would be hired to temporarily fill the vacancy.

7. The time available will be nine weeks per semester, 18 weeks per school year, beginning with the first day of school, continuing through the last, with no carry over. Mini-sabbaticals would however be discouraged for the period at the beginning and end of the school year.

Applications will be accepted on a semester basis with the available number of weeks divided according to seniority and time requested. First time applicants will be considered before requests of staff members that have already participated in the program. Applications of staff members reapplying would be accepted at any time, but would be recommended after those of first-time applicants, if others have applied. A teacher may use the full nine weeks of the mini-sabbatical. After using the full nine weeks allowable, applicants would then need to respect the three-year waiting period.

For example: Teacher A uses three weeks. Teacher B uses four weeks. Teacher C will be eligible for the remaining two weeks before teacher A or B. Teacher A or B, based on seniority, would be eligible if there are no first-time applicants.

1. Approval for a mini-sabbatical would be granted upon the basis of seniority within the district.

2. Deadlines: Application must be submitted to the Mini-Sabbatical Committee

- First Semester September 1
- Second Semester January 5

Special consideration will be given to cases where college/university class schedules are involved, if the time allotted has not been depleted.

L. A leave of absence of up to two years without pay may be granted to any teacher, upon application, for the purpose of participation in:

1. Exchange teaching programs in other states, territories or countries.

2. Foreign or military teaching programs.

3. Peace Corps, Teacher Corps, Job Corps as a full-time participant.

To qualify for such leaves, the teacher shall state his/her intention to return to the district. The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.

With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the district or pursuant to its direction.

M. A leave of absence of up to two years shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association, or as a staff member of the Illinois Education Association or the National Education Association. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the district or pursuant to its direction.

N. A leave of absence of up to two years may be granted to any teacher, upon application, for the purpose of campaigning for or serving in a public office to the extent necessary for such activities. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums that may be due to the district office or pursuant to its direction.

O. A leave, upon application, of absence for the purpose of advanced study of up to two years may be granted to any teacher who does not qualify or elect to take a sabbatical leave, provided the teacher states his intention to return to the school system. This shall include internships and practicums. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums that may be due to the district office or pursuant to its direction.

P. Jury Duty Leave: A teacher shall suffer no loss in salary because of jury duty, except that the Board shall make a deduction equal to the amount received for such jury duty, excluding travel allowance, or be reimbursed by the teacher for the same amount.

Q. In all cases of leave, reinstatement shall be upon condition of appropriate vacancy and Board approval.

R. Family Leave-Serious Health Conditions: Any eligible employee who does not have sufficient paid leave time available to allow that employee at least 12 work weeks of leave in any 12-month contract year (July 1 through June 30) for absences caused by a serious health condition of the employee and absences required by the need to care for a spouse/partner, son, daughter, or parent who suffers from a serious health condition, shall be granted sufficient unpaid leave days so as to assure such employee a minimum of 12 work weeks of leave in any such 12-month contract year period. It is presumed that a full-time teacher works a minimum of 1,000 hours per year. For the purpose of leave under this section, eligible employees are defined as those who have been employed by the district for at least 12 months and who have worked at least 1,000 hours during the immediately preceding 12-month contract year period. With regard to leave under this section, the Board reserves the right to require medical certification and to apply the Rules Applicable to Periods Near the Conclusion of an Academic Term as set forth in the Family and Medical Leave Act of 1993. The 12 work weeks of leave available hereunder shall include and thus be reduced by any paid or unpaid leave provided under the provisions of this Agreement or otherwise for absences required due to the need to care for a spouse, son, daughter or

parent who suffers from a serious health condition or due to the employee's serious health condition. During leave provided under this section, the district shall maintain the teacher's coverage under any applicable group health plan for up to 12 work weeks or the duration of the leave if shorter, at the level and under the conditions of coverage that would have been provided if the teacher had been at work during the period of the leave.

ARTICLE XV

Professional Compensation and Related Provisions

A. Credit for Academic Improvement

1. Credit beyond Lane I will be given only for courses that have the prior approval of the Superintendent or designee. A grade of "Pass" will be accepted if this is the only designated grade for a particular course and must be identified as such on the course approval form. Undergraduate courses offered by accredited colleges or universities may be used as credit for lane changes only when approved in advance by the Superintendent.

2. A maximum of eight hours course work shall be credited for advancement on the salary schedule for courses taken before the earning of a Master's degree provided the courses were approved by the Superintendent, were not used to attain the Master's degree, and were satisfactorily completed within five years prior to the teacher obtaining a Master's degree.

3. An employee who receives reimbursement for graduate hours must reimburse the District if they voluntarily resigns within two years of receipt of reimbursed monies unless otherwise approved by the Board of Education. The employee must sign "Agreement to Reimburse the District Upon Separation from Employment & Final Pay Withholding Agreement" to be eligible for course reimbursement.

B. Payroll Procedures

1. Payroll checks shall be regularly issued on the 15th and 30th of the month, except when holidays require an adjustment.

2. Whenever possible, any balance in the Board's contractual salary due to a teacher not returning to the district shall be paid on the last day of the school term unless otherwise provided by the written consent of the teacher. Any tenured teacher being dismissed because of a decrease in the number of teachers employed by the Board or to discontinue some particular type of teaching service shall receive the balance of his salary on or before the third business day following the last day of pupil attendance unless he or she specifically requests that the normal pay schedule be followed.

3. Payroll deductions are allowed for association dues, health insurance premium participation by teachers, tax-deferred 403b investments to companies approved by the Board of Education, and contributions to organizations approved by the SBEA and Board of Education.

4. Changes in lane will not be made in the middle of the year, but will be granted retroactively on September 1st for the preceding semester (one-half year only) for credits earned by February 1st of the previous year with transcripts in the district office by June 1st.

5. If transcripts are unavailable by September 1, teachers will obtain a note from the professor stating the class has been successfully completed. Transcripts are then due by November 1. Any additional compensation due to a lane change would be reflected in the September payroll.

C. A teacher possessing a valid teaching certificate who continues professional growth through enrollment in graduate-level courses and Spanish language courses related to professional responsibilities shall be reimbursed tuition at a rate determined by the average of the highest two state school tuition fees. The rate shall be authorized by the Superintendent on September 1st of each year. Teachers taking approved graduate-level courses and Spanish language courses will receive the following reimbursement.

1. Teachers who are employed for their 1st year and 2nd year are ineligible for tuition reimbursement.

2. Teachers who are employed for the 3rd year will receive 40% of the established credit hour reimbursement rate. Teachers will receive 25% of the reimbursement upon submission of proof that the course is successfully completed and paid. The remaining 15% shall be paid by September 30 of the following school year, provided the teacher continues to be employed in District 100.

3. Teachers who are employed for the 4th year will receive 60% of the established credit hour reimbursement rate. Teachers will receive 40% of the reimbursement upon submission of proof that the course is successfully completed and paid. The remaining 20% shall be paid by September 30 of the following school year, provided the teacher continues to be employed in District 100.

4. Teachers employed for the 5th year and beyond will receive 80% of the established credit hour reimbursement rate. Teachers will receive 50% of the reimbursement upon submission of proof that the course is successfully completed and paid. The remaining 30% shall be paid by September 30 of the following school year, provided the teacher continues to be employed in District 100.

    a. A fund was established at $120,911 for 2025-2026. If the total amount of the funded money is depleted, teachers will receive no additional reimbursement money. If any money remains in the fund, that money will be prorated among the teachers taking courses, who receive reimbursement at the 80% level. No more than 100% of the established amount will be reimbursed. In each year of this Agreement, the funded amount will increase by the percentage increase in credit hour costs over the previous rate.

    b. The 2025-2026 credit hour rate was $568.20. The 2026-2027, 2027-2028, and 2028-2029 figures will be calculated when the universities determine their rate. Prior approval of the Superintendent is required for reimbursement as well as for credit toward advancement on the salary schedule. Graduate credit reimbursement will not be paid for summer graduate work unless the teacher is employed by the District during the following school year. Teachers on any excused leave of absence will not be reimbursed for any course work until they return to active employment in District 100.

D. Health and Dental Insurance

1. The Board shall contribute an amount for payment of single group hospitalization insurance premium up to $865.94 per month through June 30, 2026 for each covered teacher who elects such insurance provided through the District. On July 1, 2026 the amount of such Board contribution referred to above toward a single group hospitalization insurance premium will be increased by a percentage equal to the percentage increase, if any, of the monthly insurance premium on each such July 1 date over the monthly single group hospitalization insurance premium for the immediately prior year. In no event, however, will the annual percentage increase of the Board's contribution as calculated above for any one-year equal more than 10%. For purposes of this calculation, the traditional coverage insurance premium provided by the District will be used to calculate the appropriate percentage increase herein.

For employees selecting HMO Blue Advantage family only health insurance coverage, the Board shall contribute 70% of the premium per month for the 2026 - 2027 school year and shall increase the Board's contribution annually by not more than 5%. Employees who select this plan are not eligible for the $150,000 insurance pool that is set aside by the District.

2. If spouses are both employed by Berwyn South District 100, and elect to take the family insurance coverage, the district will allocate the cost of each spouse's single insurance premium to the family insurance premium.

This does not apply if the employee chooses the HMO Blue Advantage Family Plan, which is paid by a percentage split contribution method.

3. The Board shall set aside $150,000 for each year of this contract to be allocated equally toward payment of family health insurance premium for each teacher who is enrolled in family health insurance coverage as September 1of each year of the contract. This provision of the contract will be reviewed to determine its feasibility at the end of this contract.

4. Single dental insurance premium, for each eligible teacher who elects such coverage, will be paid in full by the Board for the entire term of this Agreement.

5. Should the annualized cost of a single group hospitalization insurance premium exceed the sum of (a) the annualized Board contribution in subparagraph 1 above, plus (b) $500, the Board shall additionally contribute 75% of the amount of such excess for each teacher who elects group hospitalization insurance coverage through the District.

6. For each twelve-month period beginning July 1 of each year the Board will reimburse each teacher an amount not to exceed $500 annually for medical expenses incurred exclusively for: (a) single group hospitalization/dental insurance premium paid in excess of the Board's contribution; (b) additional teacher out-of-pocket cost for family group hospitalization/dental insurance premiums; (c) teacher paid deductibles, co-payments, and payments for medical/dental expenses for employee or member of his/her family; (d) family medical/dental expenses not covered by insurance; and (e) optical expenses. The reimbursement will be made semi-annually in January (for the period July 1 through December 31) in July (for the period January 1 through June 30) upon submission of proof of payment for the above authorized expenses, except that at the time of enrollment, the teacher may elect to immediately apply a portion of the total amount of such annual reimbursement allowance to the additional single and/or family group hospitalization/dental insurance premium if the teacher elects to accept such insurance as provided through the District. There will be no carry over to the next plan year of the unused $500 annual amount.

7. For each twelve-month period beginning September 1 of each year, the Board will reimburse each member $3,000 annually if the teacher waives health insurance coverage for the entire school year on or before September 1 and provides proof of medical coverage. The reimbursement will be made annually in June at the completion of the school year. If the member elects the $3000 reimbursement, they are not eligible for the $500 reimbursement listed in Number 6 above.

8. The Board of Education shall establish an Insurance Committee consisting of the following: three representatives from the Board, three representatives from the SBEA, one representative each from the SBEA-TAU, and the SBEA-CU, one representative from the Administrative team, and one representative for all other support personnel. The Committee shall recommend the insurance carrier to the Board of Education. A two-thirds majority of the committee must agree to change the carrier/plan.

9. The Board can only accept or reject the recommendation of the committee. If the Board rejects the recommendation of the Insurance Committee, the Committee will reconvene to address the concerns of the Board. The insurance carrier shall remain the same pending the recommendation of the committee and subsequent Board action.

E. The Board will pay the single health insurance premium in the Teachers' Retirement System plan for retirees for two years following their retirement. Retirees shall be allowed to remain in the district's insurance group for two years following their retirement. The retiree must pay the difference between the Teacher's Retirement Health plan and the District health plan should the retiree wish to remain in the District plan.

F. Severance Pay for Unused Sick Leave
The Board shall pay $15.00 per day for unused sick leave exceeding 75 days to any teacher retiring from District 100. For days in excess of 180, the teacher shall be paid at the rate of $25.00 per day.

G. Payment to Teachers' Retirement System
From the compensation schedule in Appendix B, the Board shall pay to the Illinois Teachers' Retirement System an amount equal to 9% of the total compensation due each teacher to be applied for the retirement account of that teacher and the survivors' annuity account. 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 to the extent permitted by the terms of the Internal Revenue Code. The teachers do not have the option of taking this amount in any other form nor do they have any right or claim to the funds remitted except as they may subsequently become available upon retirement or resignation from the Illinois Teachers' Retirement System. The remaining 91% shall be paid to the teacher as salary as indicated in Appendix B.

The SBEA and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits or other liability by reason of a faithful payment of contributions to the State of Illinois Teachers' Retirement System pursuant to the provisions of this section. No claim, demand, action, or suit shall assert liability of the Board and/or the Association or shall be settled or compromised in any manner without the express consent of both parties. In addition to the regular salary, the Board will pay on behalf of each teacher, the 1/2 of 1% contribution required by law (H.B. 323) for retiree health insurance.

H. Retirement

Teachers who have at least 15 years of service in District 100 will be offered a retirement incentive under the following condition:

The teacher will be at least 55 years of age at the effective date of their retirement and will not have the maximum annuity available to them previous to the effective date. In each year that benefits are received under this retirement incentive, the teacher shall not be paid in accordance with the salary and extra duty schedule, and, in lieu thereof, shall receive an increase in creditable earnings over the prior year's total TRS creditable earnings equal to the maximum amount allowed by TRS before the District would incur an additional contribution on behalf of the teacher. This benefit would be for a period up to a maximum of four school years, less any compensation not earned. The teacher shall receive this increase over the prior year's creditable earnings for three years, if three years' notice is provided, two years if two years notice is provided and one year if one year's notice is provided. Notice must be received by April 1 prior to the year the incentive increases are to begin. It is understood and agreed that no payment under this Article XV, Section H, will result in any additional TRS contribution from the district. The parties agree that if any such contribution may occur, the District, the SBEA, and the teacher will meet to discuss a resolution that will avoid such contribution.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive this salary increase shall be removed from the salary schedule and shall not receive any other creditable earnings, including horizontal or vertical movement on the salary schedule. It is the intent of the parties that the compensation increases for such teachers should be capped at the maximum amount allowed by TRS before the District would incur an additional contribution on behalf of the teacher in any of the four years prior to retirement, so that the district may avoid any related TRS contributions.

Creditable earnings increases provided for under this paragraph are conditional on the teacher satisfactorily performing all required duties and assigned supplemental activities that were compensated in the base year used to calculate the increases. If during any year in which a teacher would otherwise be entitled to receive the retirement increases, the teacher declines to perform any assigned supplemental activities that were compensated in the base year, or the teacher was removed from any such activity for cause the teacher's compensation shall be reduced proportionally. In no instance will the creditable earnings increases exceed 6% from year to year.

Rescinding Retirement:

A teacher's notification of retirement may only be rescinded for one or more of the following reasons:

1. death, diagnosis of terminal illness, or total disability of the retiree or his/her spouse/partner; or
2. loss of an employment offer which was to be effective during retirement; or
3. other reasons as determined solely by the Board, provided said reasons shall not be precedential with respect to granting or denying other requested changes in retirement

A teacher's written intent to rescind notification of retirement must be submitted to the Superintendent no later than March 1 of the year in which retirement was intended. Any teacher who has received any of the benefits of this retirement provision whose written notice to rescind their retirement is approved by the Board, shall refund the District any and all amounts paid hereunder prior to the beginning of the next school year.

I. Professional Development Hours (PDH)

For professional development to be creditable and meaningful, it requires a commitment to, and an investment in, the program on the part of the teacher and the Board. To this end and in addition to graduate college credits, teachers may be granted one PDH for every one hour of contact time included in advanced training courses and programs which are not accredited by any college or university. Contact time means the time directly involved in the specific activity, class or workshop. The approval of courses, workshops, etc. for PDH for shall rest with the Superintendent. The Superintendent may grant approval for courses, workshops, etc. as a part of offering and advertising such activity to the staff; or the Superintendent may grant such credit on an individual application basis. Teachers shall use the standard form provided by the district to request approval for graduate credits and tuition reimbursement. 12 PDH for equal one graduate hour.

Bargaining unit members attending non-contractual time workshops, if approved in advance by the Superintendent, shall be reimbursed for the cost or portion thereof of the workshop. The bargaining unit member shall also receive PDH for credit if approved by the Superintendent.

First year teachers into the District will be required to take a maximum of four PDH as determined by the administration. All other training sessions for first year teachers, as determined necessary by the administration shall be conducted during regularly scheduled work hours such as on institute days, etc. PDH may be counted for lane change accumulation in the accompanying salary schedule. For example, a tenured teacher may earn 20 credits in combination of either graduate credit or PDH to move from the BA lane to the BA+20 lane at the times specified herein. Likewise, a collection of 16 credits could move a teacher from the MA lane to the MA+16 lane. PDH cannot count for a Masters degree. Once an individual has an MA degree, PDH may be counted to move to the MA+16 lane, MA+32 lane and the MA+45 lane.

Teachers with a M+45 placement on the salary schedule will be compensated once a year for any approved PDH taken during the school year during non-contractual hours. The compensation will be $4.00 per contact hour. This compensation shall not be granted to those teachers who are participating in the retirement incentive. The existing provisions about the limits imposed on PDH shall also be applicable to the teachers involved.

Only PDH earned during non-contractual hours may be utilized for graduate credit hours or movement on the salary schedule.

J. Teachers with National Board Certification will receive $1,000.00 a year for five years upon receipt of endorsement on their Professional Educator License.

K. In determining credit for a Master's degree for related service professionals (Social Workers, Speech Language Pathologists, Occupational Therapists, Physical Therapists, Counselors and School Psychologists), MA is defined as a Master's degree requiring thirty-six (36) graduate hours. Any clinical hours in excess of thirty-six (36) graduate hours,

which are required to earn a Master's degree, shall be credited as additional hours toward placement on the appropriate lane of the salary schedule.

ARTICLE XVI
Professional Grievance Procedure

A. Grievance Defined: A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific and express provision of this Agreement. The grievance must state the nature of the grievance, identify the specific clause or clauses of the Agreement allegedly violated, and request a definite remedy. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within 15 working days after the occurrence of the event giving rise to the grievance. Working days during the school term means those days when school is in session. During the summer months when school is not in session, working days means those days when the central school office is open for business.

B. Basic Principles: Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted (terminated to the mutual satisfaction of all persons) without intervention or representation of Association representatives.

The failure of an employee or the Association to act on any grievance within the time limits prescribed in this grievance procedure will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement, either oral or in writing.

C. Procedure:

Step 1 - The grievant shall file their grievance in writing with their immediate supervisor or appropriate district administrator or their designee within 15 working days of the occurrence of the event giving rise to the grievance. The immediate supervisor or appropriate district administrator or their designee shall confer with the grievant within five working days in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within five working days of the conference.

Step 2 - If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the Superintendent or his/her designee in writing within 15 working days after he/she has received the decision of the immediate supervisor or their designee. The Superintendent or designee shall hold a conference within 15 working days after the receipt of the appeal and a written decision shall be rendered by their designee within five working days after the conference.

Step 3 - If the grievance is not settled at the second step, the grievant has five working days in which they may appeal to the Board of Education. The grievance shall be submitted to the Board of Education for consideration as soon as reasonably possible thereafter. The grievant, acting independently or through the Association, may present a written grievance to the Board or may request an oral hearing which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board. The Board shall render its decision within five working days after the meeting.

Step 4 - In the event the grievant is not satisfied with the disposition of their grievance at Step 3, the grievance may be submitted to binding arbitration within 15 working days after receipt of the Board's answer in Step 3. The parties shall attempt to agree upon an arbitrator within 15 working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the 15 day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. They shall consider and decide only the specific issues submitted to them in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to them. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application of the specific term(s) of this Agreement that have allegedly been violated, misinterpreted or misapplied under the facts of the grievance presented. The fees of the arbitrator shall be divided equally between both parties. All other expenses shall be borne by the party incurring them.

ARTICLE XVII

Duration and Acceptance of Agreement

A. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, 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, section, 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.

B. This Agreement constitutes the entire Agreement between the parties and no verbal statement shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further 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 areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

C. No employee covered by this Agreement nor the SBEA shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line on the district's premises, any strike or slow down. In the event of any violation of any provision of this section, the Association shall, upon written notice from the Board, direct such employees orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violations.

D. This Agreement shall become effective in August on the first day of the 2026-2027 school term and shall continue in effect until the end of the day preceding the first day of the 2029-2030 school term.

E. The existing policies and procedures of School District 100 are hereby incorporated into this Agreement, provided that these policies may neither countermand nor be contrary to the other terms and conditions of this Agreement.

Appendix A **2026-2027**

5.5%

Steps	B	B+10	B+20	B+36/M	M+16	M+32	M+45
1	53,108	54,612	56,767	58,462	60,618	61,922	64,264
2	54,192	55,726	57,926	59,655	61,855	63,186	65,576
3	55,811	57,407	59,694	61,493	63,780	65,165	67,650
4	57,473	59,132	61,511	63,382	65,761	67,201	69,786
5	59,179	60,904	63,379	65,324	67,798	69,296	71,984
6	60,484	62,210	64,684	66,629	69,103	70,601	73,289
7	61,641	63,405	65,934	67,923	70,452	71,982	74,730
8	62,687	64,485	67,063	69,092	71,669	73,231	76,033
9	65,917	67,822	70,555	72,702	75,433	77,088	80,056
10	67,014	68,918	71,650	73,798	76,530	78,183	81,151
11	67,835	69,741	72,473	74,620	77,351	79,005	81,973
12	68,859	70,831	73,491	75,639	78,341	80,057	82,956
13	70,039	72,084	74,674	76,827	79,504	81,286	84,123
14	71,254	73,345	75,869	78,064	80,663	82,545	85,293
15	72,484	74,654	77,100	79,300	81,869	83,822	86,498
16	74,043	76,271	78,660	80,889	83,437	85,347	88,053
17	75,638	77,780	80,252	82,559	85,031	87,009	89,645
18	77,319	79,568	81,990	84,240	86,662	88,739	91,334
19	79,080	81,280	83,666	86,050	88,434	90,635	93,020
20	80,923	83,256	85,589	87,923	90,254	92,589	94,921
21	83,140	85,473	87,805	90,138	92,471	94,804	97,138
22	85,220	87,552	89,885	92,219	94,552	96,885	99,218
23	87,472	89,939	92,406	94,874	97,342	99,809	102,276
24	89,013	91,482	93,949	96,416	98,883	101,352	103,819
25	90,556	93,023	95,490	97,959	100,426	102,893	106,184
26	91,584	94,052	96,519	98,986	101,454	103,922	107,212
27	92,609	95,082	97,552	100,142	102,478	105,288	108,618
28	93,647	96,118	98,596	102,743	105,288	106,330	111,222
29	94,695	97,166	99,651	103,812	106,854	107,383	113,787
30	95,756	98,225	100,717	107,868	107,933	113,013	116,422

Includes 9% TRS Conribution
If you are beyond step 30, 5.5% is added to your previous salary.

A merit bonus will be paid eachyear as a onetime stipend based on the district's percentile ranking among all districts in the State of Illinois based on the following:

Between 40% and 59% - bonus is $500
Between 26% and 39% - bonus is $1,000
25% or above - bonus is $2,000

This bonus will not be paid to newly hired teachers, teachers on leave, teachers who do not return to the district or teachers who have declared the intent to retire and are receiving increases.
Teachers on maternity leave at the beginning of the school year will receive the merit bonus when they return to work.

Appendix A **2027-2028**

	B	B+10	B+20	B+36/M	M+16	M+32	M+45
	5.25%						
Steps							
1	54,779	56,329	58,553	60,301	62,524	63,870	66,285
2	55,897	57,479	59,748	61,531	63,800	65,173	67,638
3	57,037	58,652	60,967	62,787	65,102	66,503	69,018
4	58,741	60,420	62,828	64,721	67,129	68,586	71,202
5	60,491	62,237	64,741	66,709	69,213	70,729	73,449
6	62,286	64,102	66,706	68,753	71,357	72,934	75,763
7	63,660	65,476	68,080	70,127	72,731	74,308	77,137
8	64,877	66,733	69,395	71,489	74,150	75,761	78,653
9	65,978	67,870	70,584	72,719	75,432	77,075	80,024
10	69,378	71,382	74,259	76,518	79,394	81,135	84,259
11	70,532	72,536	75,412	77,672	80,548	82,288	85,412
12	71,396	73,402	76,277	78,538	81,412	83,153	86,277
13	72,474	74,550	77,349	79,610	82,454	84,260	87,311
14	73,716	75,869	78,594	80,860	83,678	85,554	88,539
15	74,995	77,195	79,852	82,163	84,898	86,879	89,771
16	76,290	78,573	81,147	83,463	86,167	88,223	91,040
17	77,930	80,275	82,790	85,135	87,817	89,828	92,676
18	79,608	81,863	84,465	86,893	89,495	91,577	94,351
19	81,378	83,745	86,295	88,663	91,212	93,398	96,129
20	83,232	85,548	88,058	90,568	93,077	95,394	97,903
21	85,172	87,627	90,083	92,538	94,993	97,450	99,904
22	87,505	89,960	92,415	94,870	97,326	99,782	102,237
23	89,694	92,149	94,604	97,060	99,516	101,971	104,427
24	92,064	94,661	97,257	99,855	102,452	105,049	107,646
25	93,686	96,284	98,881	101,478	104,075	106,673	109,269
26	95,310	97,907	100,504	103,102	105,698	108,295	111,759
27	96,392	98,990	101,587	104,183	106,780	109,378	112,840
28	97,471	100,074	102,673	105,399	107,858	110,816	114,320
29	98,563	101,164	103,772	108,137	110,816	111,913	117,061
30	99,667	102,267	104,882	109,262	112,463	113,021	119,761

Includes 9% TRS Conribution
If you are beyond step 30, 5.25% is added to your previous salary.

A merit bonus will be paid eachyear as a onetime stipend based on the district's percentile ranking among all districts in the State of Illinois based on the following:

Between 40% and 59% - bonus is $500
Between 26% and 39% - bonus is $1,000
25% or above - bonus is $2,000

This bonus will not be paid to newly hired teachers, teachers on leave, teachers who do not return to the district or teachers who have declared the intent to retire and are receiving increases. Teachers on maternity leave at the beginning of the school year will receive the merit bonus when they return to work.

Appendix A **2028-2029**

Steps	B	B+10	B+20	B+36/M	M+16	M+32	M+45
	4%						
1	55,830	57,411	59,677	61,458	63,724	65,096	67,558
2	56,970	58,582	60,895	62,713	65,025	66,425	68,937
3	58,132	59,778	62,138	63,992	66,352	67,780	70,344
4	59,319	60,998	63,406	65,298	67,706	69,163	71,779
5	61,091	62,837	65,341	67,310	69,814	71,330	74,050
6	62,910	64,726	67,330	69,378	71,982	73,558	76,387
7	64,777	66,666	69,374	71,503	74,212	75,851	78,793
8	66,206	68,095	70,803	72,932	75,641	77,280	80,222
9	67,472	69,403	72,171	74,348	77,116	78,792	81,799
10	68,617	70,585	73,408	75,628	78,449	80,158	83,225
11	72,153	74,238	77,229	79,579	82,569	84,380	87,629
12	73,353	75,438	78,428	80,779	83,770	85,579	88,828
13	74,252	76,338	79,328	81,680	84,669	86,479	89,728
14	75,373	77,532	80,443	82,794	85,752	87,630	90,804
15	76,664	78,904	81,738	84,094	87,025	88,976	92,081
16	77,994	80,283	83,046	85,449	88,294	90,354	93,361
17	79,341	81,716	84,393	86,802	89,614	91,752	94,681
18	81,047	83,486	86,101	88,541	91,330	93,421	96,383
19	82,793	85,138	87,843	90,369	93,074	95,240	98,125
20	84,634	87,095	89,746	92,209	94,861	97,134	99,975
21	86,561	88,970	91,581	94,190	96,800	99,210	101,819
22	88,579	91,132	93,686	96,240	98,793	101,348	103,900
23	91,005	93,559	96,111	98,665	101,219	103,773	106,327
24	93,282	95,835	98,389	100,942	103,496	106,050	108,604
25	95,746	98,447	101,148	103,850	106,550	109,251	111,951
26	97,434	100,136	102,836	105,537	108,238	110,939	113,640
27	99,123	101,823	104,524	107,226	109,926	112,627	116,229
28	100,247	102,949	105,650	108,351	111,051	113,753	117,354
29	101,370	104,077	106,780	109,615	112,173	115,248	118,893
30	102,506	105,211	107,923	112,463	115,248	116,389	121,744

Includes 9% TRS Conribution
If you are beyond step 30, 4% is added to your previous salary.

A merit bonus will be paid eachyear as a onetime stipend based on the district's percentile ranking among all districts in the State of Illinois based on the following:

Between 40% and 59% - bonus is $500
Between 26% and 39% - bonus is $1,000
25% or above - bonus is $2,000

This bonus will not be paid to newly hired teachers, teachers on leave, teachers who do not return to the district or teachers who have declared the intent to retire and are receiving increases.
Teachers on maternity leave at the beginning of the school year will receive the merit bonus when they return to work.

APPENDIX B
2026-2029

Name of stipend	**Amount**
Band Director	$2,700
Chorus Director (Middle School)	$3,240
Chorus Director (Elementary School)	$1,620
Dual Language Teachers, Bilingual Interventionist, Biliteracy Coaches	$1,500
Springfield (spring)	$150
School Website Coordinator	$1,000
Teacher-in-Charge stipend	$50/Day
Summer School (based on grant)	Based on grant

Position	**Hours**	**Amount**
***Teacher Leader	75	$2,700
Athletic Director Middle School	180	$6,480
Fine Arts Coordinator (Speech & Drama)	45	$1,620
District Musical	105	$3,780
1st Year Mentor	33	$1,188
2nd Year Mentor	22	$792
Parent Engagement Liaison	45	$1,620
PBIS - Universal & Secondary Coach	75	$2,700
Health/Wellness	45	$1,620
Presentations Prep	2	$36/hour
CEU Teaching		$36/hour
Unscheduled Teaching		$36/hour
Homebound Tutoring		$36/hour
Summer Curriculum Work		$36/hour
Misc Clubs*	45	$1,620
**Other		$36/hour
Yearbook	75	$2,700
Student Leadership	60	$2,160
Cheerleading	60	$2,160
Intramural Sports (per sport)	45	$1,620
Conference Sports (per sport)	60	$2,160

*Six full clubs per school year. Club stipends may be divided as needed in each school.
Travel pay is $100 per day of week travel if necessary within the school day. ($500 max per year)
**Other - includes work approved in advance for payment done beyond the contractual workday such as, but not limited to: academic coaching, supervision, PBIS team members, bus duty, translating, and monitoring.
***Teacher Leader includes, but is not limited to, academic team leader, grade level leader, and core facilitator at the elementary or middle school level.

APPENDIX C
Procedures for Placing Letters in Personnel File

1. When a positive incident occurs, the principal or staff member may send a signed copy of the positive comments letter to be placed in personnel file.

2. When an accident occurs that may result in a disciplinary letter, the administrator will investigate the incident within twenty-four hours, if possible, and will meet with the staff member involved to gather facts. If the incident involves a child, the administrator will call the parent involved. If appropriate, other authorities (DCFS, police, etc.) will be contacted.

3. If a letter to a staff member is warranted, the administrator will consult with the Superintendent regarding the situation and the letter. If the staff member works in more than one school in the school district, those administrators will be informed of the incident and the letter in writing.

4. If the administrator writes a letter that will be placed in a staff member's personnel file, the following will be done.
    a. The administrator will meet with the staff member and will summarize the results of the investigation.
    b. The staff member will be asked to sign and date the letter indicating receipt of the letter. Signature is an indication of a receipt not an agreement with the comments.
    c. The staff member has the option to write a rebuttal to the letter and attach it to the original letter.
    d. The administrator will give a copy of the letter and rebuttal to the staff member and will deliver copies of the letter personally to the Superintendent and principals who have that teacher in their building.
    e. A copy of the letter and rebuttal will be shared with the Board of Education

5. The letter will contain the following:
    a. A summary of the results of the investigation (witnesses who reported the incident, location, time, etc.)
    b. The names of the people involved in the incident
    c. A conclusion that will list the findings (talked to witnesses, evaluation of all the facts)
    d. Recommendations to be taken and the reasons for making the specific recommendations

6. Depending on the seriousness of the incident, the administrator may monitor the staff member's behavior and meet with the staff member periodically to discuss the progress. The administrator may write a follow-up letter to the staff member listing the progress.

7. When the administrator evaluates the staff member, the administrator will review the staff member's past evaluations and letters in the personnel file before writing the staff member's final evaluation.

8. Depending on the seriousness of the incident, the Superintendent may inform the Board of Education of the incident and may recommend a course of action. (e.g. Notice to Remedy)

APPENDIX D

SICK BANK

Certified Teachers Sick Leave Bank

The Board of Education and the South Berwyn Education Association shall establish a Sick Leave Bank for certified teachers in District 100. The committee to facilitate the Sick Bank Leave will consist of two certified employees named by the association and one administrator named by the Superintendent.

The intent of the sick bank is to provide additional financial protection and the continuation of benefits outlined in the Economic Fringe Benefits Section of this collective bargaining agreement for those teachers who incur a period of prolonged serious illness, which requires a continuous absence from work. The Bank shall not be applicable to any teacher while on any unpaid leave of absence.

The committee will have Open Season for joining the Sick Leave Bank at the beginning of each school year. At this time, new teachers will have the opportunity to join, and continuing teachers will have the opportunity to add to their days already contributed. Teachers must decide and make known in writing their decision to participate in the Sick Leave Bank between October 1st and October 15th of each school year. Joining the Sick Leave Bank is optional.

In the event that some catastrophic incident occurs and depletes the Sick Leave Bank, the SBEA may request the Board of Education to reconsider another contribution of sick days.

Any certified teacher employed by the district who has joined the Sick Leave Bank, shall be entitled to withdraw days from the Sick Leave Bank provided the following conditions are met.

1. The employee has used all their accumulated sick days and personal days plus three consecutive unpaid workdays in connection with the same illness.
2. Each withdraw shall not be more than forty school days each year.
3. Should any employee elect to withdraw from the Sick Leave Bank after already contributing any number of days, that employee shall not be reimbursed for any days already contributed.
4. Should any employee using any of the Sick Leave Bank days return to work, he/she shall pay back all of the days used from the Sick Leave Bank at a rate of two days per year until that employee terminates their employment with the District.

The above stipulations cannot be changed unless the Board of Education agrees.

The Sick Leave Bank Committee Stipulates that:

1. A member who has contributed will not be able to withdraw days from the Bank until after his/her own accrued sick days have been depleted. In order to withdraw days from the Bank, the member must fill out the form titled “Sick Bank Request” found in the Human Resource platform and attach to it satisfactory documentation from their treating physician verifying the catastrophic or prolonged nature of the illness. The form and documentation should be forwarded to the Association Sick Day Bank Administrator.

2. Part-time employees will be allowed Sick Leave Bank days on the basis of percentage of employment.

3. The sick bank shall not be applicable to surgical or other medical procedures that may be safely deferred until a vacation or recess period.

4. Only one day per year; may be donated by a teacher.

5. A total of three — days is the maximum number of days a teacher may donate, unless the bank gets so low that a mid-year request for days is made.

6. Days will be allotted on a sliding scale as follows:

Years in District	1 Day Donated you may borrow:	2 Days Donated you may borrow:	3 Days Donated you may borrow:
1	7	N/A	N/A
2	7	15	N/A
3	7	15	20
4	7	15	20
5	15	20	25
6	15	20	25
7	15	20	25
8	15	20	25
9	15	20	25
10	20	25	30
11	20	25	30
12	20	25	30
13	20	30	35
14	20	30	35
15+	20	30	40

7. Two days will be deducted by HR every year from your subsequent unused sick days, until such time that your sick bank withdrawal balance is reclaimed by the sick bank.

8. Days will be allotted according to the number of days donated, not by the number of days used previously. There will be no carryover of unused days from year to year.

9. Days used during the year, need not be consecutive days as long as they are related to the same illness.

10. There has been no policy set on limiting the number of times a teacher can reuse the Sick Leave Bank as long as used sick days have been restored to the sick bank.

11. The Sick Bank Committee will keep the SBEA, the teachers and the Board of Education informed of the status of the Sick Leave Bank.

12. A member may, under unique or special circumstances, appeal to the Sick Bank committee to acquire additional days. Any appeals received shall be reviewed on a 1:1 basis; and outcomes shall not be considered as precedent for any future appeals.

13. Disputes regarding interpretation of this section cannot be grieved past the Superintendent's level.

Procedures:
In order to withdraw days from the Sick Leave Bank, the following procedures must be followed.

1. The member must complete the Sick Leave Bank Request form that is found in the Human Resource Platform.
2. Provide satisfactory documentation from their treating physicians verifying the illness
3. The Sick Bank Committee shall, within three school days, notify the member of approval, or if needed, request additional documents or time for meeting purposes.
4. The member will have five days to submit requested documents to the Sick Bank Committee.
5. If approved, the member will be responsible for notifying their immediate supervisor and the Business office.
6. In case of denial, the applicant has the right to appeal.
7. Appeal must be made in writing to both the Sick Leave Bank Committee and the SBEA Executive Officers Committee.
8. The Sick Leave Bank process may be changed only by mutual agreement between the South Berwyn Education Association and The District 100 Board of Education.

APPENDIX E

Teacher in Charge Responsibilities

- Student supervision before school, lunch, and after school, including students not picked up on time
- Traffic control during student arrival and dismissal
- Announcements
- Student, staff emergency management
- Staff reassignment for coverage
- Minor student discipline management (i.e. consultation, detention)
- Student activities supervision
- Assist the Principal with state standardized testing
- Other responsibilities as assigned by Principal