## AGREEMENT BETWEEN

## BOARD OF EDUCATION SCHOOL DISTRICT 108 COOK COUNTY, ILLINOIS AND

## WILLOW SPRINGS COUNCIL OF LOCAL 943

## 2018-2023

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## ARTICLE 1. RECOGNITION CLAUSE

1.1. The Board hereby recognizes the Union as the exclusive bargaining agent for all full-time and part-time employees of the District, excluding substitute teachers or other short-term employees, administrators, secretaries to the superintendent and principals, and part-time custodians and paraprofessionals who work less than twenty (20) hours per week during the regular school year, and any other employees excluded from coverage under the Illinois Educational Labor Relations Act.
1.1.1. In this document, the term "teacher" is defined as a licensed teacher, social worker, speech language pathologist, licensed school nurse, etc., whose salary is based upon the salary schedule in Appendix A.
1.2. The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either part to agree to a proposal or require the making of a concession.

## ARTICLE 2. GRIEVANCE PROCEDURE

### 2.1. Definition

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within fifteen (15) days of the occurrence of the event giving rise to the grievance, or when the grievant should have had reasonable knowledge of the occurrence.

### 2.2. General Provisions

### 2.2.1 Time Limits

All time limits consist of school days except that between the end of the school term in May and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.

### 2.2.2. Union Representation

An employee will be entitled to Union representation at each step of the grievance process.

### 2.2.3. Bypass

Upon the mutual agreement of the Union and the Superintendent, a grievance may be brought directly to any step.

### 2.2.4. No Reprisals

No reprisals shall be taken by the Board or Administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.

### 2.2.5. Convenience

The parties will attempt to arrange mutually convenient times and places for meetings and hearings conducted pursuant to this article.

### 2.3. Procedures

### 2.3.1. Step 1

The grievant shall file his/her grievance in writing with the building principal within fifteen (15) school days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) days of the conference.
2.3.2. 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 ten (10) days after the receipt of the decision of the building principal or his/her designee. The Superintendent or designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by him/her or the designee within ten (10) days after the conference.

### 2.3.3. Step 3

In the event that the grievant is not satisfied with the disposition of this grievance at Step 2, the grievance may be submitted to the Board of Education within twenty (20) days after receipt of the Step 2 decision. The grievance will be presented at the next regularly scheduled meeting of the Board after the filing. The Board will render its decision within ten (10) school days.

### 2.3.4. Step 4 <br> In the event that the grievant is not satisfied with the disposition of this grievance at Step 3, the grievance may be submitted to binding

arbitration within twenty (20) days after receipt of the Step 3 decision. The parties may attempt to agree upon an arbitrator within ten (10) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) 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 this agreement. S/he shall consider and decide only the specific issues submitted to her/him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to her/him. The arbitrator's decision shall be based solely upon her/his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

## ARTICLE 3. LEAVES

### 3.1. Sick Leave and Personal Leave

Paid sick and Personal leave are provided to the following employee groups: Full-Time Licensed Teacher, Full-Time Licensed and Licensed with Stipulations Paraprofessionals, Licensed School Nurse and School Nurse, Full-Time Custodial and Maintenance Employees.

### 3.1.1 Sick Leave

Sick leave shall be granted to these employees on the

- 1st through 19th year of experience in the district: twelve (12) sick days
- 20th year and above year of experience in the district: sixteen (16) sick days at full pay for each school year

Any personal days that are not used will accumulate into the Union member's sick days.

These days are accumulated to the licensed Union member's sick days on the first day of the new school year.

These days are accumulated to the 12-month Union member's sick days on the first day of the new fiscal year.

Union Members who participate in the TRS pension system shall be allowed unlimited accumulation of sick days. Union Members who participate in the IMRF pension system shall accumulate sick days to two hundred forty (240) days.
3.1.1.1 If a teacher has no time off from school other than personal leave days, s/he shall receive two hundred dollars (\$200) for class materials in May of that year. Teachers utilizing only one (1) sick day shall receive one hundred dollars (\$100) for the same purpose.
3.1.1.2. If a teacher has taken no more than two (2) sick days in a school year, in the following school year s/he will be allotted three (3) personal days and eleven (11) sick days for teachers employed through nineteen (19) years and three (3) personal and fifteen (15) sick days for teachers employed twenty (20) years and over.
3.1.1.3 A physician's certificate may be required in accordance with the provisions of Section 24-6 of School Code.

### 3.1.2. Personal Days

3.1.2.1. Two (2) personal leave days shall be granted and employees shall notify the Superintendent at least one (1) day in advance of the leave whenever possible. Personal leave may be used to transact personal or legal business which cannot be transacted out of school hours. It shall not be necessary for the employee to include the reason for personal business leave when making this request.
3.1.2.2. Personal days may not be taken in conjunction with dock days, unless otherwise approved by the Superintendent. Approval will be limited to unusual or imperative reasons.
3.1.2.3. The granting of personal business days which are requested to be taken immediately prior or immediately after a holiday, vacation period, institute or in-service day, or the first or last day of the school term, shall be limited to two (2) employees on each of the specific days. If more than two (2) employees apply for any one (1) given day, the days shall be granted to the two (2) who first submitted their request to the Superintendent.
3.1.2.4. In addition to the two (2) personal leave days provide for above, each full-time employee shall be entitled to request a third personal leave day in exchange for one sick day. This third day may be
requested if the employee has used all available personal leave and needs the day for urgent personal business which requires immediate attention and cannot be conducted during non-school hours. A request for this additional day is to be made directly to the Superintendent along with a statement of the reasons for the request. In the event there is a need beyond the third personal day, an employee may exchange two (2) sick days for each personal day requested upon approval of the Superintendent. This is not based upon precedent and is not grievable.

### 3.1.3. Regularly Employed Part-Time Licensed and Non-Licensed Employees <br> All part-time employees hired to perform regular duties during the school year shall receive the same benefits as full-time employees on a pro-rata basis or percentage.

### 3.1.4. Union Business Days

The Union may petition to send a tenured representative or alternate to local, state or national conference relative to Union business. If notification is timely to the school Administration, the representative or alternate will not be charged for leave day use. The Union would reimburse the District for full substitute salary of the individual representing the Local for each day of absence. Collective total days absent per year may not exceed two (2) of one hundred eighty (180) school calendar days.
3.2. Bereavement Leave

All regularly employed full-time employees shall receive three (3) days of bereavement leave for each case where death has occurred in the immediate family, as defined in Section 24-6 of the School Code, also to include step families. In addition, employees may use one day of bereavement leave to attend the funeral of an aunt, uncle, cousin, or any other person who resides in the employee's home. An employee who has to travel more than seventy-five (75) miles away from his/her home for a funeral will be entitled to an additional day of bereavement leave. This leave does not accumulate, nor does it affect sick leave.

All full-time employees shall be allowed up to five (5) paid workdays for each incidence of death of a spouse, domestic partner, parent, or child. All other bereavement leaves would be three (3) days when there is no travel involved.
3.3. Jury Duty

No bargaining unit members shall suffer a loss to salary because of jury duty. Bargaining unit members shall receive their usual salaried compensation and jury duty pay.

It shall be the responsibility of the bargaining unit member to notify the District as soon as possible after receiving a notice for jury duty service. Evidence of the completion of jury duty service shall be submitted.

Days served on jury duty shall not be subtracted from sick leave or personal leave.

### 3.4. Childrearing Leave

Regularly employed full-time male and female employees with two (2) years of service to the District may apply for a childrearing leave of absence without pay or any other benefit or advancement on the salary schedule. While on this leave, sick leave is not available. A written request for childrearing leave must be made to the Superintendent at least sixty (60) days prior to the date the leave is to commence. Any teacher may continue to use sick leave benefits for those work days during which the teacher is unable to work due to pregnancy or pregnancyrelated disability, except as provided below in Section 3.4.2. Those eligible teachers who select a childrearing leave shall receive it upon the following arrangements listed below.

The childrearing leave provisions shall apply to teachers who adopt children. Child adoption shall not be subject to the requirement for a sixty (60) day prior notification.
3.4.1. A childrearing leave may not exceed the balance of the school term in which it begins plus one additional school term.
3.4.2. Arrangements for childrearing leave shall be made by discussing the same with the Superintendent. The employee and the Superintendent shall determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The commencement date for the leave will be as agreed but no later than the date when either the child or the mother is discharged from the hospital, whichever occurs later. Every effort shall be made to have such leave terminated immediately prior to the start of a new school term or the first day of a new semester. The Superintendent may waive this return day and allow return on other dates in his/her sole discretion, and any such waiver shall not be precedential in any respect.
3.4.3. If during the childrearing leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualifications, scheduling efficiency, continuity of instruction and the Superintendent's consent, the employee will
be assigned to an available vacancy for which s/he is qualified, if one exists.
3.4.4. When a childrearing leave is scheduled to end with the school year, the teacher shall notify the Superintendent by March 1 of her/his intent to return to work for the following school year. If the employee does not respond by March 1, the District will assume that the employee will not be returning for the following school year and will begin to fill the vacancy.

### 3.5 Sabbatical Leave

The School Board may grant a teacher a sabbatical leave in accordance with the applicable provisions of the Illinois School Code.

### 3.6. Extended Personal Leave

Regularly employed full-time employees with two (2) years of service to the District may apply for, and in the sole judgment and discretion of the Board may be granted, a leave of absence for personal reasons such as, but not limited to, extended personal illness or illness in the immediate family, additional education, travel, study or other career alternatives. Such leave shall be without pay or advancement on the salary schedule. The terms and conditions of such leave shall be subject to the recommendation of the Superintendent and approval by the Board. Subject to the approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at her/his own expense while on leave.

Any employee who does not return from his/her leave on the agreed upon date shall be deemed to have terminated his/her employment by resignation as of that date. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualifications, scheduling efficiency, continuity of instruction and the Superintendent's consent, the employee will be assigned to an available vacancy for which $s /$ he is qualified, if one exists.
3.6.1. An extended personal leave may not exceed the balance of the school term in which it begins plus one (1) additional school term.
3.6.2. When an extended leave is scheduled to end with the school year, the employee shall notify the Superintendent by March 1 of her/his intent to return to work for the following school year. If the employee does not respond by March 1, the District will assume that the employee will not be returning for the following school year and will begin to fill the vacancy.

### 3.7.1. Eligibility

Any full-time employee who has been employed by the Board for at least twelve (12) months is eligible for medical and/or family leave in accordance with the Family and Medical Leave Act ("FMLA"). FMLA leave is unpaid unless the employee elects to substitute any applicable accrued paid leave for FMLA leave. In this event, paid leave (i.e., sick or personal) shall run concurrently with FMLA leave. The total FMLA leave shall not exceed twelve (12) weeks during a twelve (12) month period. For purposes of FMLA leave, the twelve (12) month period begins on the first day of the school term during which the leave is requested to begin and ends on the day prior to the beginning of the next school term. For purposes of this paragraph, "school term" shall be deemed to include any orientation or institute days prior to the first day of student attendance.

### 3.7.2. Purposes of Leave

3.7.2.1. The birth of a child and to care for a newborn child, provided the leave is taken no later than twelve (12) months after the birth of the child;
3.7.2.2. The placement of a child with the employee for adoption or foster care provided the leave is taken no later than twelve (12) months after the placement of the child;
3.7.2.3. Because the employee is needed to care for his/her spouse, parent, or child with a serious health condition; or
3.7.2.4. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

### 3.7.3. Intermittent/Reduced Hour Leave

Any employee may, at the sole discretion of the Superintendent, take intermittent or reduced-hour family and medical leave when the reason for the leave is covered under 3.7.2.3 or 3.7.2.4 above.

### 3.7.4. Failure to Return/Insurance

During FMLA leave, the District will maintain insurance for the employee under conditions set forth in Section 6.7. If the teacher fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other conditions beyond the control of the employee, premiums paid by the District for insurance coverage during the leave may be recovered from the employee.

### 3.7.5. Verification

Within fifteen (15) calendar days after the Superintendent makes a request, an employee must support a request for a family and medical leave when the reason for the leave is covered under 3.7.2.3 or 3.7.2.4 above, with a certificate completed by the employee's or family member's health care provider. Failure to provide the certification may result in a denial of the leave request.

### 3.7.6. Spousal Use of FMLA

If both spouses are employed by the District, they may together take only twelve (12) weeks for family and medical leave when the reason for the leave is covered under 3.7.2.1 or 3.7.2.2 above, or to care for a sick parent.

### 3.7.7. Notice

If possible, a teacher must provide at least thirty (30) days' notice to the District of the date when a leave is to begin. If thirty (30) days' notice is not possible, in case of an emergency, the notice must be given within two (2) business days of when the need becomes known to the employee. An employee shall provide at least verbal notice, followed by written notice within seven (7) days, sufficient to make the District aware that he or she needs a family and medical leave and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least thirty (30) days after the date the employee provides the notice.

### 3.8 Salary Advancement While on Leave

Employees on a leave of absence shall receive credit for advancement on the salary schedule for any school year during which the employee has actually performed regular work services for 110 (one hundred ten) or more work days.

### 3.9 Access to District Insurance While on Leave

An employee on an approved leave shall be granted access to the District's insurance with the employee paying $100 \%$ (one hundred percent) of the invoiced premium, as follows:
3.9.1. An employee with less than 5 (five) years' experience in the District shall be granted access to District insurance coverage for 90 (ninety) calendar days.
3.9.2. An employee with at least 5 (five) years but less than 20 (twenty) years' experience in the District shall be granted access to District insurance coverage for 180 (one hundred eighty) calendar days.
3.9.3. An employee with 20 (twenty) or more years' experience in the District shall be granted access to District insurance coverage for 365 (three hundred sixty-five) calendar days.

### 3.10 Professional Leave

Any full-time teacher may apply for and shall be granted a leave of absence for a period of one (1) full school term, for purposes of advanced study bearing some direct relationship to the employee's field. However, the employee must request this leave no later than the last school day of the school term preceding the absence and only one teacher shall be allowed such leave during any school term. Subject to the approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at his/her own expense. The employee may make himself/herself available for substitute teaching during the leave. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualifications, scheduling efficiency, continuity of instruction and the Superintendent's consent, the employee will be assigned to an available vacancy for which $s /$ he is qualified, if one exists.

Full-time paraprofessionals may apply for a leave of absence for a period of one (1) semester and/or one (1) full school term. This leave shall be for the purpose of advanced study bearing some direct relationship to the employee's field such as student teaching, completing a practicum, or taking a class not offered at any other time than during the school day. The employee must request this leave at least four (4) weeks prior to the anticipated start of the leave. Approval of the leave shall be at the discretion of the Board, and the granting of such leave shall not create a practice or a precedent. Subject to approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at his/her own expense. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, the employee will be assigned to an available vacancy for which he/she is qualified, if one exists.
3.10.1 When a professional leave is scheduled to end with the school year, the employee shall notify the Superintendent by March 1 of her/his intent to return to work for the following school year. If the employee does not respond by March 1, the District will assume that the employee will not be returning for the following school year and will begin to fill the vacancy.

### 3.11. Sick Leave Bank

Any full-time employee who has accumulated a minimum of twenty-five (25) days shall be eligible to initially participate voluntarily in a "Sick Leave Bank".

Such employees who desire to participate in the Sick Leave Bank shall submit, in writing, notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank prior to October 1st of each year,
3.11.1. Participating members shall have deducted from sick leave, two (2) days of credited sick leave as their principal contribution to the Sick Leave Bank. In addition, participating employees have thereby approved one (1) additional sick leave day contribution annually until the Bank reaches one hundred (100) days. Thereafter, contributions of days shall be taken only from new members and from those employees who have contributed fewer than six (6) days.
3.11.2 Authorized withdrawals by participating employees from the Sick Leave Bank shall be made only by the Committee and their decision shall be final and non-grievable. Application for such withdrawal will be made only when the participating employee has, in fact, depleted their personal sick leave credit and has been absent without wages for two (2) days.
3.11.3 Each withdrawal shall be not less than three (3) days and not more than ten (10) days. An employee may apply for additional withdrawals, if necessary, upon depletion of the initial withdrawal.
3.11.4. The Sick Leave Bank Committee referred to herein shall be composed of four (4) participating members selected by the Union and one (1) district administrator. Operating rules and regulations for the Sick Leave Bank shall be developed, implemented, and altered when necessary by the Committee. Decision of the committee will be made by majority rule.
3.11.5. Membership in the Bank shall be voluntary. The Union agrees on behalf of itself and on behalf of all full-time employees that it shall indemnify and hold harmless the Board from any and all claims, demands, actions, and suits arising from the existence and/or administration of the Bank, including the costs of defense therefore.
3.11.6. Any member who is receiving benefits from either the Illinois Municipal Retirement Fund or the Teacher's Retirement System or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workers' Compensation Act) may not avail himself/herself of any benefits of the Bank. Any costs and labor necessary for the operation of the Bank shall be the exclusive responsibility of the Union. Teachers who are on Board approved leave shall be ineligible to draw from the Sick Leave Bank.
3.11.7. An employee who desires not to voluntarily participate in the Sick Leave Bank will not be eligible to participate until the next school year. Once an employee has voluntarily agreed to participate, s/he cannot withdraw participation until the beginning of the next school year. If an employee does not voluntarily participate in the Sick Leave Bank, s/he cannot make withdrawals from the Bank.
3.11.8 Maximum sick leave credit withdrawals from the bank for any continuing illness shall not exceed sixty (60) working days, per school year.
3.11.9 The Union shall notify the Superintendent in writing, when enrolled participants must contribute additional days, not to exceed three (3) days, due to a depletion of the Sick Leave Bank. The Sick Bank Committee by majority rule shall be the determining factor on the need and/or the number of additional days. Membership in the Sick Leave Bank automatically obligates a member to contribute any additional days needed.
3.11.10. A Sick Leave Bank member who is on an authorized, unpaid leave from the District shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such Union members shall not be required to contribute to the Sick Leave Bank any days while they are on said leave. On return to the District, their standing in the Sick Leave Bank will return to active membership.
3.11.11. An Active Sick Bank member who falls below the initial twenty-five (25) accumulated sick days is still a member in good standing as long as s/he has fulfilled her/his obligation to donate days.
3.11.12. Benefits of the Bank are limited to personal illness of the employee or illness of a dependent child, spouse, domestic partner, sibling, or parent requiring constant care by the employee.
3.11.13 A retiree who has been a member of the sick bank may donate days to the sick bank upon retirement.

### 3.12 Court Appearance (All Employees)

An employee who is subpoenaed to testify in court or in a deposition regarding a school-related or work-related matter shall be granted paid leave for the absence and it shall not be counted against the employee's accrued leave. If an employee is subpoenaed to testify in court or in a deposition in a personal matter, the
employee shall be required to utilize personal business or sick leave for the period of absence.

### 3.13. Disability/Medical Leave/IMRF (All Employees)

As TRS and IMRF allow, temporary medical disability shall be granted. As with any leave, the employee may have access to the District Insurance rate at the employee's expense.

During the temporary leave, the employee may return to work when the doctor states that $\mathrm{s} / \mathrm{he}$ is physically able. The employee will inform the Board of the intended date to return four (4) weeks in advance of the date. The employee shall be reinstated to a similar position at a pay step or level no lower than that which existed at the time of leave for which the employee is qualified.

### 3.14 Injury on the Job (All Employees)

An employee absent due to injury on the job shall be entitled to keep any workers' compensation check, in lieu of the district salary, to which s/he is entitled under the Worker's Compensation law and shall not be required to use sick leave days for the period of absence.

### 3.15 Return to Work (All Employees)

An employee returning from a FMLA leave will be given an equivalent position to his or her position before the leave for which s/he is licensed/qualified, subject to the district's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by law.

### 3.16 Professional Conference Leave (Licensed Teachers)

Upon approval, teachers may attend up to two (2) conferences, conventions, or workshops per year without loss of sick or personal days. A maximum of two (2) teachers will be allowed to attend on any particular day, unless otherwise approved by the Superintendent or his/her designee.

When attendance at local conferences, conventions, or workshops is approved by the Superintendent or his/her designee, the Board will pay the actual cost of the registration fee and mileage reimbursement directly related to the activity.

Attendance at non-local conferences, conventions, or workshops seventy-five (75) miles or more away, require the approval of the Board of Education and payment for registration, transportation, lodging, etc. will be negotiated on a case by case instance with no precedence being established.

### 3.17 Visitation Day (Licensed Teachers)

The Superintendent may allow a teacher visitation day on Institute Days, provided the Superintendent, within his/her discretion, approves such requests in advance.

## ARTICLE 4. WORKING CONDITIONS

### 4.1. Preparation Time

The Board agrees that it will provide to each full-time teacher a minimum of two hundred (200) minutes of preparation time per week. Such preparation time may be decreased due to an emergency situation or an occasional school activity (e.g. field trip, institute day). This preparation time is pro-rated to actual teaching time.
4.1.1. Teachers in K-5 levels, excluding special education teachers, assigned to split classes would be compensated with a stipend at a rate of two thousand five hundred dollars $(\$ 2,500.00)$ extra pay for the year. Teachers involved in the split class situation will meet prior to the formation of said class and be involved in the distribution of the students in order to best meet their academic needs.
4.1.2. The Board agrees to provide all full-time paraprofessionals and custodians a minimum of one hundred fifty (150) minutes of break time per five-day week prorated to actual days worked.
4.1.3. The Board will make a sincere effort to provide the junior high teachers with a minimum of two (2) regularly scheduled class periods per week for team collaboration time. These periods are in addition to the regular plan time afforded all teachers. It is understood that the scheduling of these team collaboration periods is incumbent upon having available programs/personnel for the junior high students. It is also understood that this provision of the contract is not subject to arbitration under this agreement.

### 4.1.4. Duty Free Plan Time

The District will make every effort to provide a twenty-five (25) minute block of preparation time but will guarantee a fifteen (15) minute block of time with no student contact.

Administration will make every effort to back up special times, in grades $\mathrm{K}-5$, for the opportunity of common grade level plan time.
4.1.5. Abbreviated Schedule (Licensed Teachers)

The Administration may hold an abbreviated pupil schedule on the first and last attendance days of the school year - such day shall consist of minimum pupil attendance to provide the district with state aid. On an Institute Day prior to the first student attendance day, teachers will be granted ninety (90) minutes of self-directed time for classroom preparation. If abbreviated, the remainder of the last day of school shall be used for self-directed classroom preparation.

On half-day in-service days, common grade level planning time will be allotted.

### 4.1.6. Paraprofessionals Teaching LTR or Rtl

For each paraprofessional teaching LTR, a duty-free preparation time will be provided during the required staff attendance time, either before or after student attendance, on each day LTR is taught.

For each paraprofessional teaching more than two (2) Rtl groups, dutyfree preparation time will be provided during the required staff attendance time before and after student attendance.
If one (I) or two (2) Rtl groups are taught by a paraprofessional, duty-free preparation time will be provided during the required staff attendance time either before or after student attendance.

### 4.1.7. Special Education Teachers and Case Managers

Special Education teachers and case managers will be excused from morning and afternoon duty for purposes of special ed collaboration and case management.

A day-to-day District sub will be hired when/where needed to allow for special education teachers and case managers to complete their paperwork according to the following formulas:

1-6 students on caseload = up to 3 periods per year
$7-12$ students on caseload $=$ up to 6 periods per year
13 + students on caseload = up to 9 periods per year

The District will make every effort to avoid scheduling IEP meetings during the week in each quarter when grades are due.
4.2. Minimum Lunch

Each full-time teacher, full-time paraprofessional, full-time licensed nurse and school nurse shall be guaranteed a duty-free lunch of at least forty (40) minutes per day. Full-time custodians shall be guaranteed a duty-free lunch of at least thirty (30) minutes per day.

No teacher, nurse, or paraprofessional shall be required, except in an emergency, to remain in the building during the lunch period.

In the event that a teacher, licensed nurse, or school nurse at the request or direction of the employer, forfeits lunch or guaranteed planning time, on a day other than the half-day in services, the teacher or nurse shall be compensated at a rate of pay equal to forty-six dollars (\$46) per hour for the 2019-2023 school years pro-rated to the amount of time spent in the actual class.

In the event that a teacher's week is structured without the opportunity of planning time, it is the administration's responsibility to pay the teacher at the rates specified in the paragraph above.

### 4.3. Classroom Interruptions

Classroom interruptions shall be kept to a minimum.

### 4.4. School Improvement Committee

A committee consisting of two (2) members selected by the Board and two (2) members selected by the Union shall meet to address school culture, curriculum, practices, and safety. This committee shall establish its meeting dates, topics for consideration and its own procedures. The committee shall meet in August 2018 initially and set regular meeting dates for the year. The agenda will be exchanged a week before the meeting and can be modified as the year progresses. The committee will set the calendar and priorities for the next school year (example: 2019-2020) at the end of the current school year (example: 2018-2019). The committee may make recommendations to the Board which may include both majority and minority views.

### 4.5. Academic Freedom

Teachers have the right to use learning materials and structured learning activities within the planned instructional program of the District as determined by normal administrative procedures. Teachers shall use their best professional judgment recognizing their responsibility to intellectual integrity and scholarly objectivity. Academic freedom exercised by a teacher requires that he/she be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentation.

### 4.6. Adverse Criticism

In the event of criticism of books, teaching methods or materials used in the District by a parent or resident who deems the contents of such to be offensive on moral, political, religious, philosophical or other such grounds, the procedure shall be as follows:
4.6.1. The criticism shall be submitted to the Superintendent in writing and signed by the resident. A copy of the criticism without signature shall then be given to the teacher involved.
4.6.2. The teacher involved shall have the opportunity to select two (2) other teachers who will meet with the Superintendent and the building principal to discuss the criticism.
4.6.3. Subsequent to the discussion, if the problem is not resolved, the Superintendent shall bring the matter and any recommendation produced as a result of Section 4.7.2 to the Board's attention for its decision, which shall be final.
4.6.4. If the teacher or principal determines that a serious charge or criticism has been made against the teacher, the teacher, the principal and the person making the serious charge, if available, will attempt to resolve the problem before the following steps are employed. In the event the situation cannot be resolved then:

## THE PRINCIPAL:

1) Shall request that the charge or criticism be reduced to writing, dated and signed by the complainant, prior to any implementation of the following procedure.
2) If \#l is not completed within seven (7) days, the principal shall reduce the charge or criticism to writing if the complainant does not reduce same to writing.
3) Shall confer with the person or persons making the charge or criticism, if available, the teacher and a Union representative, within seven (7) school days of the date on which the teacher has received a written copy of the charge or criticism from the complainant.
4) Shall provide the teacher with a written summary of the conference within seven (7) school days.

## THE TEACHER:

1) Shall respond to the principal's written summary of the conference in writing within seven (7) school days of receipt of the principal's summary.
2) May request in writing a review of the conference summary with the Superintendent within seven (7) school days after receipt of same and thereafter, if still unresolved, may request a conference with the Board in Closed Session.

### 4.7. Reduction in Force (Licensed Teachers)

In the event that the Board determines it to be necessary to reduce the number of licensed_employees in the school system or to discontinue some particular type of teaching service, then written notice is to be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reasons thereof. The sequence of dismissal shall be provided in 4.7. I. below.

The sequence of dismissal shall be established each year by not less than seventy-five (75) days before the end of the school term. A copy of the list shall be given to the Association President, provided that the Superintendent may, with notice to the Association, move teachers from one grouping to another during the period of time from seventy-five (75) days until forty-five (45) days before the end of the school term. Each teacher will be categorized into one or more positions for which the teacher is qualified to hold based upon legal qualifications and any other qualifications established by the District in a job description in place no later than May $10^{\text {th }}$ of the prior school year. Within each position the District shall establish four groupings of teachers qualified to hold the position as follows:

Grouping 1 shall consist of each teacher not in contractual continued service who has not received a performance evaluation.

Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher's last two (2) performance evaluation ratings.

Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Satisfactory or Proficient on both of the teacher's last two (2) performance evaluation ratings, or on the last rating if only one rating is available.

Grouping 4 shall consist of each teacher whose last two (2) performance evaluation ratings are Excellent and each teacher with two (2) Excellent performance evaluation ratings out of the teacher's last three (3) performance evaluation ratings with a third rating of Satisfactory or Proficient.

### 4.7.1. Sequence of Dismissal

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with the teachers in Grouping 1 dismissed first and the teachers in Grouping 4 dismissed last.
Within Grouping 1, the sequence of dismissal is at the discretion of the school district. Within Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating must be calculated using the average of the teacher's last two (2) performance evaluation ratings, if two (2) ratings are available, or the teacher's last performance evaluation rating, if only one (1) rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and I for Unsatisfactory. As between or among teachers in Grouping 2 with the same average performance evaluation rating and within each of groupings 3 and 4, the teacher or teachers with the shorter length of continuing service with the school district or joint agreement must be dismissed first.

Nothing in this Agreement shall be construed as limiting the right of the Board to dismiss non-tenured teachers in accordance with Section 2411 of the Illinois School Code.

The Groupings may be modified by written agreement of the Joint Committee as allowed by law. Any such written agreement shall supersede the Grouping definitions set forth above in the event of any conflict.

### 4.7.2. Teacher Recall

Teachers who are honorably dismissed as a result of a reduction in force shall be entitled to recall in accordance with the provision of Section 24-12 of the Illinois School Code.

Teachers in Groupings 1 and 2 are not eligible for recall.
Teachers in Grouping 4 shall be recalled before teachers in Grouping 3. Within a grouping, teachers shall be recalled with the teacher holding the most District seniority who qualifies for a position recalled first.

Recall shall be available if the Board increases the number of teachers or reinstates a program within one (1) year of the reduction in force dismissal.

### 4.8. Access to Information

The Union shall upon request be entitled to receive a copy of any public record of the Board of Education except those records which are exempt from disclosure under Section 7 of the Illinois Freedom of Information Act.

### 4.9. Teacher Work Day

The Board agrees that the length of the regular teacher workday shall not exceed seven (7) hours and twenty (20) minutes. The Board and Union agree that it is in the best interest of children to have staff participation in school sponsored events. The Union agrees that a teacher will attend a grade specific Open House, and a grade specific musical performance (K-5) or Academic Fair (6-8) dependent upon the teaching assignment or as determined by Administration for multiple-grade-level teachers. When a teacher attends additional events, as determined with Administration, the Board agrees to pay teachers thirty-three dollars (\$33) per hour for the 20192023 school years. When a teacher who is receiving a stipend for an organized group organizes an event for the stipended activity, this activity shall be exempt from further payment.

The parties further agree that the execution of said events require preparation and organization by teachers. To that end, the Board agrees to compensate teachers at the hourly rates specified in 4.9 above for:

1. All events that teachers participate in or are required to attend beyond the school day (excluding those listed above and student council sponsored events, i.e. dances).
2. Serving as chaperones for field trips that extend beyond the work day.
3. Teachers who prepare for and attend Family Reading Night (or similar subject matter events) shall submit a request for up to two (2) hours of hourly pay at the rates described in 4.9 above. Teachers who only prepare or attend will receive payment for one (1) hour at the rate listed in 4.9 above.

### 4.10. School Calendar (Teachers, Nurses and Paraprofessionals)

The one hundred eighty-five (185) day calendar shall consist of one hundred seventy-six (176) student attendance days, four (4) Institute days and five (5) emergency days. If not used for emergency purposes, the five (5) emergency days shall not become employee work days for teachers. If not used for institutes, an Institute day shall be a pupil attendance day.

If the Board adopts a calendar that exceeds one hundred eighty (180) working days, or an employee is requested to work more than one hundred eighty (180) days, then each teacher or paraprofessional shall be paid at an hourly rate of $1 / 180$ th of his/her yearly salary schedule pay per day or if a case arises that benefits the school or curriculum, a flex time option will be granted with the approval of the Board. Any
docking of pay shall likewise be based upon $1 / 180$ th of the teacher's yearly salary schedule pay per day. Docking shall be in increments of full days or half days.

### 4.11. Notification of Assignment

Teachers shall be notified by the last registration of their tentative assignment for the following school year if the assignment differs from the teacher's previous year's assignment.

### 4.12. $\quad$ Vacancies

The Board's selection of a candidate for a new or vacant position, not otherwise required to be filled pursuant to Section 24-12 of the Illinois School Code, shall be based on consideration of factors that include, without limitation, certifications, qualifications, merit and ability (including performance evaluations if available), and relevant experience, The length of continuing service to the School District shall not be considered as a factor unless all other factors are determined by the School District to be equal.

The School District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure of this Agreement.

### 4.13. Assault Procedure

Any case of assault upon a staff member, or their personal property, while in the performance of their duties in District 108 shall be promptly reported to the building principal and the Superintendent. The Administration shall notify the local police and secure medical assistance, if necessary. Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence for the duration of the school year in which the assault occurred, without having such absence charged to annual or accumulated sick leave. In the case of personal vandalism occurring to personal property on school property, an employee will not be docked for court appearances related to the incident.
In the event a principal is notified that an employee has been assaulted in the course of his/her employment, the principal shall notify the Superintendent. In the event the assault is by a child, the parent or guardian of the child will also be notified by the principal or Superintendent. An assault is defined as an attempt or threat to do bodily harm against a specific person(s).

The Superintendent, or his/her designee, shall then immediately notify the proper law enforcement agencies of the assault.

In the event of an alleged criminal school-related assault on or by an employee, the Board Attorney, who will be notified by the Superintendent or his/her designee, shall inform the employee of his/her legal rights. The employee shall be assisted in all court appearances in the criminal prosecution by a Board financed attorney.

### 4.14. $\quad$ Class Size

The Board agrees that an optimal learning environment includes limitations on class size. The Board will endeavor to keep class size to no more than twenty (20) students for Pre-K through grades 2; no more than twenty-five (25) students for grades 3 through 8 ; and no more than twenty-seven (27) students in special area classes. If class size exceeds the limit, the teacher shall have the option to request a teacher assistant.

The Union agrees that the Board has the final authority on whether or not a teacher assistant will be hired.
4.15. Performance Review (Custodians and Paraprofessionals)

All new custodial and paraprofessionals shall have a sixty working day performance review to evaluate the quality of their performance on the job. This shall be the probationary period of the employee, during such time the employee may be disciplined or discharged without recourse.

### 4.16. Classroom Supplies

Each teacher will receive two hundred fifty dollars (\$250) for classroom supplies each year. These funds are to be spent in a manner determined by the Superintendent.

It is understood that teachers will only be able to purchase these class materials from one (1) vendor and that the money will have to be spent on only one (1) order.

If funds are available, the Board will also provide an additional two hundred fifty dollars (\$250) for the purchase of supplies for each of the following divisions: primary (K-2), intermediate (3-5), and junior high (68) teachers for a total of seven hundred fifty dollars (\$750). The use of funds must be pre-approved by the Superintendent.

### 4.17. Work Year (Full-time Custodians) <br> The work year for full-time custodians shall consist of fifty-two (52) weeks per year including paid holidays and earned vacation. The

workday shall consist of eight (8) hours per day which includes a onehalf $(1 / 2)$ hour paid lunch.

### 4.18. Work Hours (Full-time Custodians)

Full-time custodians will not be allowed to work past their forty (40) hour workweek (except when responding to alarms) without prior permission from a supervisor. Any and all weekly hours in excess of forty (40) must be decided prior to the working of the excess hours. Failure to receive prior permission will be considered insubordination and may be grounds for discipline up to and including dismissal. All full-time custodians who are requested to work in excess of their forty (40) hour week will be given either "flex/comp" time or overtime.

A custodian called in by the Superintendent or his/her designee for emergencies and/or special circumstances outside of his/her regular shift shall be paid for no less than one hour (1) of pay or the equivalent in "flex/comp" time.

Full-time custodians shall be granted first right to refuse overtime duty prior to offering it to part-time employees. When extracurricular/special activities are scheduled or when the need arises for the opening of the building outside of the normal work hours, there shall be an attempt to balance the distribution of overtime duty.

### 4.19. Personnel Files (All Employees)

There shall be only one personnel file kept for each Union member. Before any reports, other than credentials and letters of reference, are placed in the file, the Union member shall be given the opportunity to read and initial such papers. In any case, where a Union member disagrees with any such report, they may submit a written statement of specific objection and reason therefore. The Union member's specific objection shall be filed in the folder along with the report in question.

No materials relevant to an employee's participation in a grievance shall be made a part of their personnel file, with the exception of the documentation giving rise to the grievance. Nothing is to be added to or deleted from an employee's personnel file without notification in writing to the employee.

At an employee's request, his/her personnel file will be opened and the employee and the Administration together with a Union representative, if the employee requests, will go over the contents to determine what is related to their work performance and what, if anything, can be removed from their file.

All material to be placed in the personnel file shall be inserted in timely fashion, but not to exceed twenty (20) calendar days from the date of the origination or receipt of such material. Union members shall receive a copy of any such material promptly, Medical information will be kept in a separate file.
4.20. Representation (All Employees)

When any Union member is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that Union member's employment or salary or intends to be disciplinary in nature, the Union member shall be given reasonable prior notice of the reasons for such meeting and shall be entitled to have a representative of the Union present to advise and represent him/her during such meeting.
4.21. School Facilities and Equipment (All Employees)

The Union will be able to hold meetings for members on District property upon approval of the Superintendent. To avoid conflict, 48hour notice shall be given. The Union shall be allowed reasonable use of office machinery, technology, and other school equipment. The Union shall be provided use of bulletin boards and teacher mailboxes to disburse information. Union meetings shall be scheduled for times outside of the work day as defined in Section 4.9.
4.22. Union Right to Address Staff (All Employees)

The Union President or designee shall have the right to briefly address the faculty on the first institute day of the school year.

After the close of each regular faculty meeting, the Union shall have the right to make announcements and give brief reports.

### 4.23. Employee Discipline (All Employees)

No non-probationary support staff shall be dismissed without just cause; however, this does not limit the right of the Board to do a Reduction in Force or terminate a particular program.

The Board, the Superintendent or his/her designee may discipline an employee. Progressive discipline shall be used when appropriate, which does not apply to every situation.

1) verbal warning
2) written warning in file
3) one (1) day suspension
4) three (3) day suspension
5) termination

For the purposes of this section, the term "discipline" shall include written reprimand, suspension with or without pay, or termination. Only discipline resulting in suspension or termination shall be subject to the arbitration provisions of the grievance procedure found in this Agreement.

### 4.24. Professional Development

4.24.1. $\quad$ Professional Development Committee

A professional development committee will be comprised of three (3) Union members and two (2) school administrators; additionally, Board members may attend. The committee shall review research on effective professional development delivery models, review research on professional development accountability models and review staff and District professional development needs. The committee will make a professional development plan recommendation inclusive of the aforementioned research for the succeeding school year to the Board of Education. The Committee may also recommend agendas for professional development days and Directed, Independent Professional Development Activities. Union members of the committee shall be compensated at the hourly committee rate.
4.24.2. Directed, Independent Professional Activities Staff members will participate in up to nine (9) hours of directed independent professional development activities each year. Documentation of successful completion of each activity will be required.
4.24.3. Professional Development Activities Outside of the Teacher Work Day
Teachers who participate as students in District offered professional development activities outside of the teacher work day shall be compensated at a rate of fifty percent (50\%) of the committee rate.

Paraprofessionals who participate as students in District offered professional development activities outside of the paraprofessional work day shall be compensated at their hourly rate or fifty percent (50\%) of the committee rate, whichever is the lesser.

Teachers who develop professional development activities outside of the teacher work day shall be compensated at the rate
of forty-six dollars (\$46) per hour in the 2019-2023 school years for instructional time. Preparation time for the material will be compensated at the committee rate. The amount of preparation time needed will be set and agreed upon in advance between the instructor and the Superintendent.
4.25. $\quad$ Grade Assignments (Licensed Teachers)

The responsibility and prerogative for assigning grades to students rests primarily with the classroom teacher. If a change is made in any grade recorded by a teacher, a record will be made of who caused the change to be made and why. The teacher whose grade has been changed will be notified of the nature and reasons for such change.
4.26. Medication (Licensed Teachers)

On a regular basis, teachers shall not be required to administer medication to students.
4.27. $\quad$ Relocating Rooms (Licensed Teachers)

Teachers shall not be responsible for the physical relocation of teaching material, excluding packing and unpacking of teaching materials, required because of change of assignment and/or location. If a teacher is moved, the Superintendent will provide reasonable support to assist in the move.
4.28. $\quad$ Staffing (Licensed Teachers)

Any teacher or nurse required to attend a staffing outside normal school hours shall be compensated at the committee rate of pay per hour, prorated to actual time worked.
4.29. $\quad$ Student Discipline (Licensed Teachers)

The adjustment of major behavioral problems (gross disobedience or gross misconduct) is the joint responsibility of teachers and administrators. When a major behavioral problem arises, it may be necessary to remove the student or students from the class for the teacher to maintain an atmosphere in the classroom which is conducive to academic achievement. When such action is necessary, the teacher will contact the principal to escort the child or children from the class. In each case, the administrators shall give the teacher effective and consistent support.
4.30. Summer School Assignments (Licensed Teachers)
4.30.1. $\quad$ Notice of Availability

Any new or open positions which become available shall be posted by the Administration.
4.30.2. Summer School programming may vary from year to year depending upon the needs of the students and the District. Courses may, but are not required to, cover remedial reading, remedial math, gifted/enrichment instruction, music, band, art, technology lab, media/library, computers, and physical education. Preference will be given to teachers licensed for the courses to be taught. If appropriately licensed teachers are not available, then it would be open for others with appropriate skills or knowledge to teach.
4.30.3. Salary Compensation for all summer school classes will be based on an hourly rate of thirty-four dollars (\$34) for the 2019-2023 school years.

### 4.31. Recall Rights (Custodians)

Full-time custodians who have been employed by the District for four (4) years who are honorably dismissed as a result of reduction in force shall be entitled to be recalled in order of their hire.
4.32. Reduction in Force (Custodians)

If full-time custodians, who have been employed by the District for four (4) years, are removed or dismissed as a result of a decision by the Board to either decrease the number of custodians or to discontinue a particular type of service, written notice, together with a letter of honorable dismissal and the reason therefore, shall be given the employee by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the non-licensed employee is removed or dismissed, or as may be otherwise permitted by the lllinois School Code as may be amended from time to time. Reductions shall be made in reverse order of seniority list.
4.33. Recall Rights (Paraprofessionals)

Full-time paraprofessionals who have been employed by the District for four (4) years who are honorably dismissed, as a result of a reduction in force, shall be entitled to be recalled in order of their hire. The full-time employee must be highly qualified, according to the Illinois State Board of Education, for the position which needs to be filled.
4.34. Reduction in Force (Paraprofessionals)

If a full-time paraprofessional, who has been employed by the district for four (4) years, is removed or dismissed as a result of a decision by the Board to either decrease the number of employees or to discontinue a particular type of educational support service, written notice, together
with a letter of honorable dismissal and the reason therefore, shall be given the employee by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the nonlicensed employee is removed or dismissed, or as may be otherwise permitted by the Illinois School Code as may be amended from time to time. Reductions shall be made in reverse order of seniority list.
4.35. Forfeits Lunch or Plan Time (Paraprofessionals)

In the event that a paraprofessional, at the request or direction of the employer, forfeits lunch or guaranteed break time, the paraprofessional shall be entitled to compensation at a rate equal to their hourly rate.
4.36. Involuntary Transfer (Paraprofessionals)

Paraprofessionals involuntarily transferred shall be given reasonable support and assistance in order to prepare for the new assignments.
4.37. Notification of Assignment (Paraprofessionals)

Every attempt will be made to notify a paraprofessional after the final registration, if their assignment differs from the previous year.
4.38. Potential Teaching Position (Paraprofessionals)

The Board agrees to provide all interested licensed paraprofessionals or paraprofessionals who complete their Bachelors' or Masters' in Education degree, with an interview for any teaching position for which they apply and for which they are qualified and licensed. This guarantees an interview and not the position.
4.39. Work Day (Paraprofessionals)

The Board agrees that the length of the regular paraprofessional workday shall not exceed seven (7) hours and twenty (20) minutes. If a paraprofessional is asked by the administration to attend a function after work hours, then they shall be paid their hourly rate. When a paraprofessional who is receiving a stipend for an organized group organizes an event for the stipended activity, this activity shall be exempt from further payment.

Paraprofessionals who prepare for and attend Family Reading Night (or similar subject matter events) shall submit a request for up to two (2) hours of hourly pay at a rate of thirty-three dollars (\$33) for the 20192023 school years. Paraprofessionals who only prepare or attend will receive payment for one (1) hour at the rate listed above.

## ARTICLE 5. MANAGEMENT RIGHTS

### 5.1. Management Rights Clause

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to:
5.1.1.full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
5.1.2. the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
5.1.3.the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees;
5.1.4. the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
5.1.5.the right to determine the qualifications of employees, and to suspend, discipline and discharge non-probationary employees for cause (probationary employees without cause) and otherwise to maintain an orderly, effective and efficient operation.

### 5.2. No Strike Clause

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

## ARTICLE 6. COMPENSATION/FRINGE BENEFITS

6.1. The annual salary for all regularly employed full-time teachers, licensed nurses and school nurses shall be according to the provisions of Appendix A (Salary Schedule) and C (Extra Duty Schedule) attached hereto.

### 6.1.1. Salary Adjustments

Salary adjustments for lane changes for those teachers earning additional credits shall be made at the beginning of the school year for coursework completed prior to the start of the school
year. For coursework completed by the end of the first semester, credit will be granted in the second semester.

Salary adjustments for a teacher frozen in Lanes A, B or C shall occur as above when moving horizontally for a change in Lane. In addition, if at the beginning of the school year, the teacher will move down one (1) step to the next step. If the lane change occurs at the semester, the teacher will move down one (1) step to the next step, however, the step will be prorated at fifty percent (50\%).
6.1.2. Any licensed teacher that is requested or required to work beyond the normal one hundred eighty-five (185) teaching days shall be compensated at an hourly rate based on their salary.
6.2. Full-time licensed teachers acting as paraprofessionals shall, based upon experience in the District, receive pay at the rate of seventy-five percent $(75 \%)$ of either Step I, 2 or 3 of the BA lane of the salary schedule. The Board paid TRS Contribution will be excluded from the figure at each step.

### 6.3. Maintenance/Custodial Employee Increases

Regularly employed full-time maintenance/custodial employees shall receive an increase of five percent (5\%) in each of the following school years: 2018-2019, 2020-2021, 2022-2023, and three percent (3\%) in 2019-2020 and 2021-2022. New hires will receive a minimum salary of twenty thousand dollars $(\$ 20,000)$.

### 6.4. Paraprofessional Compensation/Salary Increases <br> Paraprofessionals will be compensated according to the schedules in Appendix B.

### 6.5. Appendix C - Extra Duty Schedule

Extra compensation will be paid only for those assignments listed on the Extra Duty Schedule attached hereto.

Any employee who has held the same Appendix C position for at least one (1) year will receive one hundred dollars (\$100) over the scheduled amount.

After an employee has held the same Appendix C position for seven (7) years they shall receive an additional one hundred fifty dollars (\$150) over the scheduled amount.

Wage rate increases for regularly employed full-time non-licensed employees shall be effective as of July 1 of each successive year.

### 6.6. Health, Medical and Dental Insurance

6.6.1. Health/Medical Insurance Single coverage: For all full-time employees, the Board will contribute eighty-five percent ( $85 \%$ ) of the premium of the lowest-cost single coverage HMO insurance.

Family Coverage: For all full-time employees, the Board will contribute seventy-five percent (75\%) of the premium of the lowest-cost family coverage HMO insurance.

Employee Plus One Coverage: For all full-time employees, the Board will contribute eighty percent ( $80 \%$ ) of the lowest cost employee-plus-one coverage HMO insurance.

Employee-Plus-One Coverage: The Board will attempt to provide this option if it is available.
6.6.2. Dental Insurance

Single Coverage: For all full-time employees, the Board will pay one hundred percent ( $100 \%$ ) of the actual single premium for HMO coverage up to a monthly premium expense cap of twenty dollars (\$20). Once the monthly premium exceeds twenty dollars (\$20), the Board will contribute fifty percent (50\%) of the excess amount.

Family Coverage: In addition to the amount paid toward single coverage, the Board will contribute sixty percent (60\%) of the family HMO premium. The monthly premium expense cap will be seventy dollars (\$70) per month. Once the monthly premium exceeds seventy dollars (\$70), the Board will contribute fifty percent (50\%) of the excess amount. For employee-plus-one, the Board will contribute sixty percent ( $60 \%$ ) of the employee-plusone HMO premium with a monthly premium expense cap of forty dollars (\$40). Once the monthly premium exceeds forty dollars (\$40), the Board will contribute fifty percent (50\%) of the excess amount.
6.6.3. For those employees who choose PPO insurance coverage, the district shall pay the HMO monetary amount toward PPO coverage.

### 6.6.4. Insurance Advisory Committee

The parties hereby agree to establish a health insurance advisory committee. Said committee shall be comprised of the Superintendent, one (1) member of the support staff selected by the Superintendent, and three (3) members of the Union. Any person may submit suggestions to the committee either orally or in writing. The committee is authorized to consider and study cost containment, claims handling services, cost reduction measures, benefits and other items relating to the Board's health insurance plan. The committee may make advisory recommendations to the Board relating to employee health insurance issues. These recommendations shall be advisory only and shall not be binding on the Board. Committee approval shall not be required for any decision relating to insurance. Committee meetings or communications shall not be considered to be negotiations. Participation on the committee shall be voluntary and considered non-work time, and the members of the committee shall not be entitled to any additional compensation because of their participation. The committee shall meet as needed at mutually agreeable times that do not conflict with any teacher's normal school day. If, during the life of this CBA, insurance costs rise more than ten percent (10\%) in any one year or more than twenty percent (20\%) in any three consecutive years, the Committee shall convene to discuss the increase. If an agreement cannot be reached, the Union and District bargaining teams will meet and use the Interest-Based Bargaining method to resolve the issue.
6.7. Life Insurance

The Board shall provide each regularly employed full-time employee with group term life insurance in an equal to seventy-five thousand dollars $(\$ 75,000)$.

### 6.8. Vacation

Regularly employed full-time maintenance/custodial employees (52-week employees) shall be entitled to vacation as follows:

After 1 Year - 1 week
After 2 years - 2 weeks
After 5 years - 3 weeks
After 10 years - 4 weeks
If a holiday falls in a paid vacation period, a compensatory day will be credited to the available vacation time.
Twelve-month (12) employees may take individual vacation days.

### 6.9. Holidays

Regularly employed full-time maintenance/custodial employees shall be granted the following paid holidays
(1) New Year's Day;
(2) Martin Luther King's Birthday;
(3) Casmir Pulaski Day;
(4) Lincoln's Birthday*,
(5) Good Friday;
(6) Memorial Day;
(7) Independence Day;
(8) Labor Day;
(9) Columbus Day;
(10) Veteran's Day;
(11) Thanksgiving Day;
(12) Day after Thanksgiving Day;
(13) Christmas Eve;
(14) Christmas Day; and
(15) New Year's Eve.
*If the District obtains a waiver to hold school on Lincoln's Birthday or any of the above listed holidays, and select another non-attendance day in the school calendar, each employee shall be granted a day off with pay for that non-attendance day. Should the District not schedule another non-attendance day in the school calendar, each employee shall be granted a floating holiday day off with pay to be used on a day that students are not in attendance.

### 6.10. Tuition Reimbursement

Each regularly employed full-time teacher and licensed_nurse that has worked in the district for two (2) full consecutive years shall be entitled to tuition reimbursement for graduate level courses. The yearly cap per employee shall be two thousand dollars (\$2000.00) per year.

Course work will be approved in advance by the Superintendent in his/her sole discretion, and contingent upon the teacher successfully completing the course with a grade of "B" or better. To qualify for reimbursement the teacher would return to District employment the next school term.

Reimbursement for courses taken during the summer will be paid during the fiscal year (July I -June 30) that the grade report is submitted to and approved by the Superintendent. Reimbursement for graduate level classes will pertain only to classes which are part of a graduate level program.

### 6.11. Voluntary Retirement of District Personnel (for Teachers)

Teachers must submit their request in writing to the Superintendent by March 1 setting forth a desired retirement date.

A teacher' s notification of retirement may only be rescinded for one or more of the following reasons:
(a) Death, diagnosis of terminal illness or total disability of the retiree or his/her spouse; or
(b) Other reasons as determined by the Board provided said reasons shall not be precedential with respect to the granting or denying of other requested changes in retirement.
In order for a teacher to return to his/her original position, the position must be vacant and not already filled by someone who has signed a contract with the Board or been formally offered and accepted a contract by the Administration. If the original position is not available, the teacher may be considered for any other vacant position for which he/she is qualified. If the Board rescinds a teacher's notification of intent to retire for one of the above reasons the teacher shall reimburse the Board any retirement benefits received.

In the event any teacher approved for retirement benefits dies before the end of the school term, the teacher's estate shall be paid the reimbursement for unused accumulated sick days, not to exceed four thousand dollars (\$4000).

For any teacher who wishes to retire and has at least twenty (20) years of service to the district, the Board will contribute to the individual retiree's TRS group health insurance premium an amount not to exceed fifty percent ( $50 \%$ ) of the annual cost, not to exceed two thousand five hundred dollars (\$2500) per year. To determine the number of years an individual will receive this coverage, their years of service to the district will be divided by three (3); however, no teacher shall receive this benefit for more than ten (10) years, or after $\mathrm{s} / \mathrm{he}$ is Medicare eligible. While most retiring teachers will apply for this insurance concurrent with the retirement date, the retiring teacher may apply for this benefit at any time within the number of years the retiring teacher is eligible to receive this benefit (years of service divided by three (3)). The benefit expires within the number of years the retiring teacher is eligible to receive this benefit (years of service divided by three (3) or Medicare eligible.)

In addition, for any teacher who chooses to retire at age sixty (60) or older and has at least fifteen years of service, the Board will contribute to the individual retiree's TRS group health insurance premium in an amount not to exceed fifty percent (50\%) of the annual cost, not to exceed two
thousand five hundred dollars $(\$ 2,500)$ per year. To determine the number of years an individual will receive this coverage, their years of service to the district will be divided by three (3); however, no teacher shall receive this benefit for more than ten (10) years, or after s/he is Medicare eligible. While most retiring teachers will apply for this insurance concurrent with the retirement date, the retiring teacher may apply for this benefit at any time within the number of years the retiring teacher is eligible to receive this benefit (years of service divided by three (3)). The benefit expires within the number of years the retiring teacher is eligible to receive this benefit (years of service divided by three (3) or Medicare eligible.) This benefit shall only be available to members who submit an irrevocable letter of intent to retire within the life of this contract and shall sunset on June 30 2023.

The Board will also pay the eligible teacher twenty-five dollars (\$25) per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred ten (210) days. This amount may not exceed five thousand two hundred fifty dollars $(\$ 5,250)$. This payment will be made after the last day of employment.

For those teachers for whom the provisions of the law require a payment to be made by the Board, the Board shall pay the combined teacher and employer TRS early retirement contributions whenever in the sole judgment of the Board it is in the interests of the District to do so. The decision of the board is not subject to the grievance procedure.

Each eligible teacher, with twenty-four (24) years of service to the District, shall receive a one-time post-retirement payout of six percent (6\%) of the teacher's final year's creditable earnings. This benefit shall only be available to members who submit an irrevocable letter of intent to retire within the life of this contract and shall sunset on June $30^{\text {th }}$ 2023. All lump sum payments shall be paid in one payment, upon retirement and after receipt of final paycheck.

If, as part of the prior year's compensation, the teacher earned a stipend or extra duty pay, the teacher may continue to earn it (or another of equal or lesser value) at the contractual rate. If a teacher earns a stipend or extra duty pay which would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than three percent (3\%), the teacher may be reimbursed with flex time. A formula for the calculation of. flex time will be developed with Union input as each situation arises.

### 6.12. Reimbursement for Committee Work (All Employees)

Employees who are requested by the administration to work on committees and/or curriculum development after school shall receive thirty-three dollars (\$33) for the 2019-2023 school years.

### 6.13. Annuity Plan (All Employees)

Employees, who elect to do so, are able to participate in and contribute to a 403b Plan. The District 108 Plan, which will be implemented by January 1, 2009, will indicate which 403b plan employees may choose from and contribute to, and will guide how 403b contributions will be administered. As long as administrative costs for 403b contributions remain under thirty-five hundred dollars (\$3500) annually, the District will bear the burden of those administrative costs. Should the administrative costs exceed the prescribed cap, the Teacher and the District shall split those costs evenly.
6.14. Cafeteria Plan (All Employees)

The Board will pay all expenses that are incurred of the development and management of a Cafeteria Plan up to thirty-five hundred dollars (\$3500) a year for a Health Flexible Spending Account which will be available for all employees to use. Contributions to this Cafeteria Plan shall not be mandatory and shall be on an individual basis. Employee contributions shall be limited to the maximum amount allowed by IRS tax code. Should an employee leave the district, any funds owed to the FSA shall be paid by the employee.
6.15. Tax Sheltered Medical Insurance Premiums (All Employees)

In compliance with Section 125 of the Internal Revenue Code, the Board will take such action as is necessary to allow for the payment of teacher contributions toward health and dental insurance premium. These are to be made by salary reductions so that those contributions may be exempt from federal income tax so long as it is permitted by applicable law. The Board shall pay the administrative cost and expenses for maintaining this benefit, if there are any.

If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

### 6.16. Vision Insurance (All Employees) <br> The Board shall make vision insurance available, at no cost to the district, provided the numbers of members meet the required policy minimum.

6.17. Nationally Board Certified Teacher (Licensed Teachers)

Any teacher who successfully completes and becomes a Nationally Board Certified Teacher shall receive a stipend of two thousand dollars $(\$ 2,000)$.

### 6.18. Work after Retirement (Licensed Teachers)

The Board shall have the option to allow a retired teacher to perform services for the District as a consultant or as a self-employed contractor. A retiree may apply for substitute status or other nonpermanent positions.
6.19. Retirement Benefits (Custodians)

After twenty (20) years of service in the District a custodian who retires, giving one (I) year notice, will be given a six percent (6\%) pay raise on the previous years' salary. The Board will also pay the eligible custodian twenty-five dollars (\$25) per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred ten (210) days. This amount may not exceed five thousand two hundred fifty dollars $(\$ 5,250)$. This payment will be made after the last day of employment.

For any custodian who wishes to retire and has at least twenty-five (25) years of service to the district, the Board will contribute to the individual retiree's health insurance premium an amount not to exceed fifty percent (50\%) of the annual cost, not to exceed two thousand five hundred dollars (\$2500) per year. Post retirement insurance options are stipulated by IMRF and information is available from IMRF.
6.20. Uniform Policy (Custodians)

Upon completion of probation, each employee shall receive an initial allotment of three (3) complete uniforms (nine articles of clothing). Thereafter, the District shall provide each employee with an additional uniform each year. Employees covered by this Agreement are expected to be clean, neatly dressed and in District-supplied uniforms.

### 6.21. Worker's Compensation (Custodians) <br> If an employee is not working and is eligible for Worker's compensation, vacation time shall not be lost and shall remain available to the employee for use as per contract.

6.22. Retirement Benefits (Paraprofessionals)

After twenty (20) years of service in the District a paraprofessional who retires, giving one (I) year notice, will be given a six percent (6\%) pay raise on the previous years' salary. The Board will also pay the eligible paraprofessional twenty-five dollars (\$25) per day for any unused
accumulated sick days not applied to retirement, not to exceed two hundred ten (210) days. This amount may not exceed five thousand two hundred fifty dollars $(\$ 5,250)$. This payment will be made after the last day of employment.

For any paraprofessional who wishes to retire and has at least twentyfive (25) years of service to the district, the Board will contribute to the individual retiree's health insurance premium an amount not to exceed fifty percent (50\%) of the annual cost, not to exceed two thousand five hundred dollars (\$2500) per year. Post retirement insurance options are stipulated by IMRF and information is available from IMRF.

### 6.23. Substitute Pay (Paraprofessionals)

If a paraprofessional who possesses at least a sub-certificate is asked to substitute for a teacher, then s/he shall receive either their hourly rate or substitute pay, whichever is greater.
6.24. Tuition Reimbursement (Paraprofessionals)

Each paraprofessional and school nurse shall be entitled to tuition reimbursement up to a maximum of one thousand dollars $(\$ 1,000)$ per year. Course work must be job-related and approved in advance by the Superintendent, and the paraprofessional must receive a grade of "B" or better.

### 6.25. Work Year (Paraprofessionals)

The pay of full-time paraprofessionals will be computed on the basis of one hundred eighty (180) working days in the year. If such employee is docked at any time, pay adjustments shall be based upon the per diem rate of $1 / 180$ th of his/her salary.
6.26. Licensed Paraprofessionals

A licensed paraprofessional who gets hired as a full-time licensed teacher will receive one-half (1/2) year credit for every full year of service, as a paraprofessional, on the teacher salary schedule, up to two (2) years.
If a licensed paraprofessional is hired as a teacher and is later dismissed due to a reduction in force, that particular teacher would then be able to retain her paraprofessional seniority and bump a paraprofessional with less seniority.

### 6.27. Teaching Workshops

Teachers who conduct a forty-five (45) minute to an hour workshop shall receive the committee work hourly rate for preparation of the material.

## ARTICLE 7. SENIORITY

### 7.1. Definition of District Seniority

District Seniority is defined as the length of continuous service as a teacher in the District. Should a conflict arise concerning two or more teachers with identical seniority, the Board shall take the following into consideration in making its choice:

1) First day of teaching in the District;
2) Date of Board action to employ;
3) Date of teacher's signature on contract;
4) Greatest total number of years teaching;
5) Highest degree and honors earned.

Each employee shall have the right within ten (10) business days after the receipt of the listing to return it to the district office indicating whether or not the information is correct. Failure of an employee to make a timely objection shall be deemed to be an acceptance of the listings.

### 7.2. Notification

On or before the first day of February each year, the Administration shall furnish a district seniority list to the Union. The seniority list shall show the names of all the teachers and support staff in the District in order of their continuous service in the school district.

## ARTICLE 8. EVALUATION OF TEACHERS/AIDES/CUSTODIANS

### 8.1. Evaluation Cycle

8.1.1. Non-Tenured Teachers

A probationary teacher shall formally be evaluated two (2) times at reasonable intervals during each probationary year to allow for optional teacher growth. The exception to this is that teachers employed after Christmas vacation shall be evaluated once during that year of initial employment.

### 8.1.2. Tenured Teachers

Each teacher in contractual continued service will be evaluated at least one (1) time in the course of every two (2) school years.

### 8.1.3. Paraprofessionals/Custodians

Each paraprofessional and each custodian will be evaluated at least one (I) time each year for the first four (4) years of district employment. Beginning with the fifth (5th) year of district employment, each paraprofessional and custodian will be placed on a two (2) year evaluation cycle. If the performance rating is "Unsatisfactory" or "Needs Improvement" (or their equivalents), the paraprofessional or custodian will be evaluated the following year. Once a "Satisfactory" (or equivalent) rating is achieved, the employee will return to the two (2) year cycle. All copies of the written evaluation will be initialed and dated by the administrator and employee indicating the evaluation has been discussed but not necessarily agreed to. A copy of the evaluation will be put in the employee's personnel file. All evaluations will be conducted by a school administrator.

### 8.2. Time Lines

8.2.1. Within six (6) weeks after the beginning of each school term the building principal or administrative supervisor shall acquaint each teacher under his/her supervision with teacher evaluation procedures, standards, and instruments, and advise each teacher as to who shall observe and evaluate his/her performance. A teacher newly employed, or a teacher reassigned after the beginning of the school term shall be notified by his/her building principal of the evaluation procedures in effect. Such notification shall be within six (6) weeks of the first date in a new assignment.
8.2.2. The evaluation process will be completed by May 15 with every effort made to have all observations completed by April 30. Failure to strictly comply with the time requirement contained in this evaluation process shall not invalidate the evaluation.
8.3. Steps
8.3.1. Formal evaluation of all teachers and their duties/responsibilities shall be conducted by a licensed school/district administrator qualified to evaluate school/district personnel.
8.3.2. Those responsible for evaluation of classroom teachers shall evaluate each teacher formally in writing.
8.3.2.1. Each formal written evaluation shall be preceded by at least one (I) classroom observation of at least thirty (30) consecutive minutes, except in situations where the normal schedule involves less than thirty (30) minutes of teacher-pupil contact time.
8.3.2.2. A copy of each formal evaluation shall be given to the teacher and a conference ("post-conference") shall be held between the teacher and the evaluator within fifteen (15) school days following the classroom observation. A copy signed by both parties shall be retained by the teacher.
8.3.2.3. If the teacher feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may, within fifteen (15) school days following the conference referred to in section 3 B (2) of this article, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. Upon mutual agreement between the teacher and the evaluating administrator, a second observation/evaluation may be scheduled between the same two (2) parties.
8.3.2.4. Observations/evaluations of teachers will be alternated among the qualified evaluating administrators in the school/district upon the conclusion and commencement of each teacher's evaluation year.
8.3.3. The evaluator will rate the teacher's performance as directed by the school code.
8.3.4. A copy of the evaluation will be put in the teacher's official file.

### 8.4. Remediation Plan - Tenured Teachers

8.4.1. Within thirty (30) days after the completion of an evaluation that a teacher is rated "Unsatisfactory", the development of a Remediation Plan designed to correct the deficiencies cited (provided the deficiencies are deemed remediable) shall commence.
8.4.2. Participants in the Remediation Plan shall be the teacher with the final rating of "Unsatisfactory", a qualified District administrator, and a consulting teacher selected by the Superintendent or by the Principal of the teacher who was rated "Unsatisfactory", which consulting teacher is an educational employee as defined in the Illinois Educational Labor Relations Act, has at least five (5) years teaching experience and a reasonable familiarity with the assignment of the teacher being evaluated, and who received an "Excellent" rating on his or her most recent evaluation. The consulting teacher so chosen shall be notified in
writing. Within five (5) school days, the chosen consulting teacher must inform the administration of his/her decision to participate in this capacity.
8.4.3. Quarterly evaluations and ratings shall continue for one (1) year immediately following receipt of an "Unsatisfactory" rating of a teacher for whom a Remediation Plan has been developed. These subsequent evaluations shall be conducted by a qualified administrator. The consulting teacher shall participate in developing the Remediation Plan, but the final decision as to the evaluation shall be done solely by the administrator.
8.4.4. The consulting teacher shall be informed through three (3) quarterly conferences with the qualified administrator and the teacher under remediation of the results of the first three (3) quarterly evaluations in order to continue to provide assistance to the teacher under a Remediation Plan.
8.4.5. The consulting teacher shall be paid at the internal substitution rate (pro-rated) for any related assignments completed during his/her planning periods, lunch periods or before or after school if the consulting teacher agrees.
8.4.6. If the consulting teacher becomes unavailable during the course of a Remediation Plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The Remediation Plan may be amended upon consultation with the new consulting teacher.
8.4.7. Any teacher who completes the one (1) year Remediation Plan with a "Satisfactory" or better rating shall be reinstated to the regular schedule of at least one (1) evaluation every two (2) years.
8.4.8. Notice of dismissal shall be provided in accordance with Section 24-12 of the School Code to any teacher who fails to complete the one (1) year Remediation Plan with a "Satisfactory" or better rating.
8.4.9. Nothing in this section shall be construed as preventing immediate dismissal of a teacher for deficiencies which are deemed irremediable.
8.4.10. Requirements contained in this Evaluation Process shall not invalidate the results of the Remediation Plan.

## ARTICLE 9. DUES DEDUCTION (ALL EMPLOYEES)

9.1 The Board will deduct monthly from the pay of each teacher the required amount of Union dues and Credit Union deductions as directed by the Union. Each year in September the Union shall provide a list of Union members and, if applicable, a separate list of non-Union members, to the District, and the District shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocations window. The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.
9.2 The District agrees to remit these dues and/or fees to the Union once each pay period through electronic transfer. An alphabetical list of teachers for whom deductions have been made and the amount of each deduction shall accompany each remission no later than fifteen (15) days after such deductions were made.

## ARTICLE 10. MISCELLANEOUS

### 10.1. Board Information (All Employees) <br> The Union will be supplied with the Agenda and public information at the same time as presented to the Board, copy of the official Board minutes, after approval by the Board, copy of the official annual budget, and copy of all job postings. A copy of the tentative and final District budgets will be given to the Union prior to the meeting at which action is to be taken by the Board. A copy of all existing Board policies and any revisions or additions of these policies shall be provided at least two (2) working days prior to their scheduled introduction at the Board meetings.

The Union shall be furnished with public, available and assembled information concerning the financial condition of the District or other
information requested for negotiations and the proper enforcement of this Agreement.

The Board shall provide the Union each school year with a directory including names, addresses, and telephone numbers of all employees who agree to be listed.
The Board shall provide a copy of the current health insurance plan cooperative minutes as they become available.

The Union is not entitled to any information that is exempt from disclosure under Section 7 of the Illinois Freedom of Information Act.

### 10.2. Protection (All Employees)

The Board shall provide indemnification and protection for claims, suits, and liability against Union members that arise in the course of employment in accordance with The School Code and as may be permitted by law.
10.3. Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, or if a penalty is imposed upon the District by any State or federal authority on any action otherwise permitted under this Agreement, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting then the Union and the District agree to enter into mediation with the cost for mediation split evenly between both parties.

### 10.4. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been
within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.
10.5. Printing of Agreement

The Board and the Union shall share the cost of printing the Agreement equally. The form of the Agreement shall be mutually agreeable.
10.6. Duration

This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect until June 30, 2023 and shall be automatically renewed from year to year thereafter unless either party begins the negotiation process. Either party may issue a demand to bargain a successor agreement by giving notice for same no later than February 15th of the school year in which the Agreement expires.

Bargaining shall begin, unless mutually extended, within sixty (60) days of the demand notice.

Signed and Adopted this $\qquad$ day of $\qquad$

For the Union:

## President

Secretary

For the Board of Education:

President

Secretary

# APPENDIX A SALARY SCHEDULES 







## Appendix A (continued):

A. Those regularly employed full-time licensed teachers with experience beyond this schedule as of the 2003-2004 school term shall receive a salary increase above the salary received for the previous school year based on the same criteria as the salary scheduled reflects.
B. All employees who begin their tenth (10th), twentieth (20th), thirtieth (30th), or fortieth (40th) year of service in the District shall receive an additional five hundred dollars (\$500) for classroom supplies.
C. The salary schedule reflects both the base pay and the salary with the TRS contribution paid by the Board. The Board shall remit for each teacher the $10.373 \%$ (2008-09) required TRS contribution to the Teachers Retirement System of the State of Illinois to be applied to the retirement account of each teacher.
D. Beginning in 2018-2019, Lane $B(B A+9)$ will be open only to teachers employed in the District in the 2017-2018 school year or before. All employees currently in Lane A, hired in the 2017-2018 school year or before, will be eligible to enter Lane $B$ with its designation being $B A+10$ and ending in step 20.
E. All teachers who have completed college courses which did not contribute to their Masters' degree, will be able to carry those course hours to the appropriate lane upon completion of a Masters' degree. Courses will be verified by the Superintendent.
F. All employees eligible for Lane B with +15 credit hours, employed in the District in the 2017-2018 school year or before, will be eligible to enter Lane C with its designation being BA+15 and ending in step 23 .
G. A Speech Language Therapist shall be placed on the Teachers' Salary Schedule in the MA+20 lane to recognize the earned licensure plus any additional graduate coursework shall be recognized for placement times 112\% (one hundred twelve percent).
H. A Social Worker shall be placed on the Teachers' Salary Schedule in the MA +20 lane to recognize the earned licensure plus any additional graduate coursework shall be granted for placement.
I. A School Nurse (RN) without a BA shall be placed on the Teachers' Salary Schedule at $80 \%$ of Lane A.
J. A School Nurse (RN) with a BA shall be placed on the Teachers' Salary Schedule at $90 \%$ of Lane A.
K. A School Nurse (RN) with a School Nurse's Licensure/Certificate shall be placed on the Teachers' Salary Schedule at $100 \%$ of Lane A.

## APPENDIX B -

## PARAPROFESSIONAL SALARY SCHEDULES


FY2022

|  | $$ | $$ | $\begin{aligned} & \infty \\ & \stackrel{\infty}{N} \\ & \stackrel{y}{n} \end{aligned}$ | $\begin{aligned} & \stackrel{\infty}{\infty} \\ & \infty \\ & \infty \end{aligned}$ | $\begin{aligned} & \infty \\ & \infty \\ & \infty \\ & \infty \\ & \infty \end{aligned}$ | $\begin{aligned} & \hat{N} \\ & \infty \\ & \infty \\ & +\infty \end{aligned}$ | $\circ$ <br> - <br> - | $\begin{aligned} & \stackrel{9}{+} \\ & \stackrel{8}{\square} \\ & \infty \end{aligned}$ | － | 은 |  |  | $\begin{aligned} & \stackrel{e}{\mathrm{~N}} \\ & \stackrel{1}{N} \\ & \infty \end{aligned}$ | $\begin{gathered} \stackrel{m}{\underset{N}{N}} \\ \underset{\sim}{N} \end{gathered}$ |  | $\begin{aligned} & \dot{\sigma} \\ & \underset{\sim}{~} \\ & \infty \end{aligned}$ | N | ¢ ${ }_{0}^{\infty}$ | $\begin{aligned} & \underset{\sim}{\underset{\sim}{*}} \\ & \stackrel{y}{*} \\ & \infty \end{aligned}$ | $\stackrel{n}{\sim}$ | ¢ | N | N | N | $\infty$ $\sim$ $\sim$ $\sim$ | N－ | $\begin{aligned} & N \\ & \underset{N}{N} \\ & \underset{\sim}{\infty} \\ & \infty \end{aligned}$ | $\begin{aligned} & \pm \\ & \infty \\ & \underset{\sim}{\infty} \\ & \infty \end{aligned}$ | ¢ | N $\sim$ $\sim$ |
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|  | $\begin{aligned} & 0 \\ & \infty \\ & \bullet \\ & \infty \end{aligned}$ | $$ | ¢ $\sim$ $\sim$ $\infty$ | $\infty$ <br>  <br>  | $\begin{aligned} & \stackrel{\rightharpoonup}{\mathrm{O}} \\ & \underset{\sim}{n} \\ & \infty \end{aligned}$ | $\begin{aligned} & \hat{N} \\ & \infty \\ & \infty \\ & \infty \end{aligned}$ |  | $\begin{aligned} & \infty \\ & \infty \\ & \infty \\ & \infty \end{aligned}$ $\leftrightarrow$ | ¢ | 7 |  | － | $\begin{aligned} & \stackrel{\rightharpoonup}{0} \\ & \stackrel{1}{N} \\ & \infty \end{aligned}$ | $\infty$ $\stackrel{\infty}{\top}$ $\infty$ | $\frac{N}{N}$ <br> $\leftrightarrow$ | $\begin{aligned} & \stackrel{\rightharpoonup}{\grave{N}} \\ & \underset{\sim}{n} \end{aligned}$ <br> $\leftrightarrow$ | $\begin{aligned} & \text { B } \\ & \stackrel{1}{\mathrm{D}} \\ & \infty \end{aligned}$ | $\begin{aligned} & \stackrel{m}{\infty} \\ & \underset{\sim}{\sim} \\ & +\infty \end{aligned}$ |  | $\begin{aligned} & \infty \\ & \infty \\ & \infty \\ & \infty \\ & \infty \end{aligned}$ | N0 | ¢ | $\begin{aligned} & \stackrel{0}{6} \\ & \stackrel{0}{0} \\ & \stackrel{y}{n} \\ & \infty \end{aligned}$ |  | $\stackrel{\infty}{\sim}$ | ¢ | N | $\begin{aligned} & \stackrel{0}{\infty} \\ & \stackrel{\infty}{\sim} \\ & + \end{aligned}$ | F | N $\sim$ $\sim$ $\infty$ |
|  | $\begin{aligned} & \stackrel{0}{\underset{1}{2}} \\ & \stackrel{\oplus}{\infty} \\ & \infty \end{aligned}$ | $$ | $\begin{aligned} & \stackrel{9}{1} \\ & \bullet \\ & \bullet \\ & \infty \end{aligned}$ | O － ↔ | $\begin{aligned} & \stackrel{N}{\mathrm{~N}} \\ & \underset{\sim}{\infty} \end{aligned}$ | $$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \underset{\sim}{\circ} \\ & \infty \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\infty}{\infty} \\ & \underset{\infty}{\infty} \end{aligned}$ | $\cdots$ | － |  | － | $\begin{aligned} & \underset{\sim}{i} \\ & \stackrel{N}{N} \\ & \infty \end{aligned}$ | $\begin{aligned} & \underset{N}{N} \\ & \underset{N}{N} \\ & \infty \end{aligned}$ | $\frac{8}{\mathbf{O}}$ <br> $\infty$ | คి <br> $\leftrightarrow$ | $$ | $\begin{gathered} 0 \\ \stackrel{0}{\sim} \\ \underset{\sim}{\infty} \end{gathered}$ | 으순 <br> $\leftrightarrow$ | $\begin{gathered} \underset{N}{N} \\ \underset{N}{2} \end{gathered}$ <br> $\leftrightarrow$ | N | ¢ | ¢ | N $\substack{\text { N } \\ \\ \infty}$ | $\infty$ 0 0 $\sim$ | $\infty$ $\infty$ $\infty$ $\infty$ | $\stackrel{\text { a }}{\text { N}}$ | $\stackrel{0}{\mathrm{~N}}$ | ¢ | F $\sim$ $\sim$ $\sim$ |
| $\stackrel{\circ}{\sigma}$ <br> $\stackrel{0}{0}$ | N | $\cdots$ | ナ | $\llcorner$ | $\bullet$ | N | $\infty$ | の | O |  |  | N | $\cdots$ | フ | 10 | $\bullet$ | N | $\stackrel{\infty}{\sim}$ | ロ | 안 | ָ | N | N | $\stackrel{\text { N }}{ }$ | $\stackrel{\sim}{\sim}$ | $\stackrel{\bigcirc}{\sim}$ | N | $\stackrel{\sim}{\sim}$ | N | ¢ |


| $$ | $\bullet$ <br> $\stackrel{0}{1}$ <br>  <br> $\leftrightarrow$ | $\begin{aligned} & \mathrm{N} \\ & \underset{\sim}{\mathrm{~N}} \\ & \infty \end{aligned}$ | $\begin{aligned} & \stackrel{\rightharpoonup}{N} \\ & \stackrel{1}{+} \\ & \stackrel{\infty}{\prime} \end{aligned}$ | $\begin{aligned} & \stackrel{1}{\mathrm{n}} \\ & \infty \end{aligned}$ | $\begin{gathered} \stackrel{N}{\infty} \\ \stackrel{y}{\sim} \\ \stackrel{1}{*} \end{gathered}$ | $\begin{aligned} & \infty \\ & \stackrel{\infty}{\infty} \\ & \infty \end{aligned}$ | $\begin{aligned} & \infty \\ & \infty \\ & \infty \\ & \infty \\ & \infty \end{aligned}$ | $\stackrel{\infty}{\infty}$ <br> $\leftrightarrow$ | $\begin{aligned} & \infty \\ & 0 \\ & \dot{\circ} \\ & \boldsymbol{\infty} \end{aligned}$ | 둥 <br> $\leftrightarrow$ | $\begin{aligned} & \text { M } \\ & \text { N } \\ & \infty \end{aligned}$ |  | $\begin{aligned} & \stackrel{N}{N} \\ & \infty \end{aligned}$ |  | $\begin{aligned} & \stackrel{M}{\dot{\sim}} \\ & \underset{\sim}{n} \\ & \infty \end{aligned}$ | $\begin{aligned} & \stackrel{\leftrightarrow}{i} \\ & \stackrel{1}{N} \\ & \infty \end{aligned}$ | $\begin{aligned} & \underset{N}{N} \\ & \underset{N}{N} \\ & \infty \end{aligned}$ | $\begin{aligned} & \stackrel{m}{ल} \\ & \stackrel{1}{n} \\ & \infty \end{aligned}$ | $$ | ¢ | N N $\infty$ | ¢ | $$ | $\stackrel{\circ}{\stackrel{\circ}{N}}$ <br> $\leftrightarrow$ | ¢ | N | $\begin{aligned} & 0 \\ & \underset{\sim}{0} \end{aligned}$ | com |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \bar{m} \\ & \dot{\sim} \\ & \infty \end{aligned}$ | $\begin{aligned} & \circ \\ & \stackrel{0}{0} \\ & \bullet \\ & \infty \end{aligned}$ | $\begin{aligned} & \infty \\ & \infty \\ & 1 \\ & \bullet \\ & \infty \end{aligned}$ | ᄃ － ↔ | $\xrightarrow{\circ}$ | $\begin{aligned} & \stackrel{\circ}{\wedge} \\ & \stackrel{\rightharpoonup}{*} \\ & \infty \end{aligned}$ | $\begin{aligned} & \underset{\sim}{\circ} \\ & \stackrel{N}{\top} \\ & \infty \end{aligned}$ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \stackrel{\infty}{\infty} \\ & \infty \end{aligned}$ | $n$ <br> $\infty$ <br> $\infty$ <br> $\leftrightarrow$ |  | N | $\leftrightarrow$ | ¢ | $\begin{aligned} & \text { 웅 } \underset{\sim}{\underset{\sim}{j}} \\ & \infty \\ & \infty \end{aligned}$ | $\begin{gathered} \stackrel{\infty}{\aleph} \\ \underset{\sim}{N} \\ \infty \end{gathered}$ | N $\sim$ $\sim$ $\sim$ | $\begin{aligned} & \stackrel{0}{n} \\ & \stackrel{n}{N} \\ & \infty \end{aligned}$ | N | $\begin{aligned} & \stackrel{-}{\circ} \\ & \stackrel{1}{\sim} \\ & \infty \end{aligned}$ | ¢ | ＋ | $\begin{aligned} & \infty \\ & \infty \\ & \stackrel{\infty}{N} \\ & \infty \\ & \infty \end{aligned}$ | $\cdots$ | $\stackrel{\text { N }}{\substack{\text { ¢ } \\ \text { ¢ } \\ \text { ¢ }}}$ | $\sim$ | $\bigcirc$ | N | + <br>  <br> $N$ <br> $N$ |
|  | $\begin{aligned} & \infty \\ & \stackrel{10}{2} \\ & \infty \end{aligned}$ | $$ | $\begin{gathered} \stackrel{\rightharpoonup}{n} \\ \stackrel{y}{*} \\ \infty \end{gathered}$ | $$ | $\infty$ 0 0 $\infty$ | $\stackrel{\sim}{\sim}$ | N $\sim$ $\sim$ | N － |  | $\begin{aligned} & 1 \\ & 10 \\ & 0 \\ & \\ & \infty \\ & \infty \end{aligned}$ | N $\sim$ $\sim$ ↔ | ¢ | － | $\begin{array}{ll} \bar{\sim} \\ \stackrel{\infty}{N} \\ \underset{N}{N} \\ \infty & \infty \end{array}$ | ¢ | ¢ | $\begin{aligned} & \infty \\ & \underset{\sim}{\infty} \\ & \infty \end{aligned}$ |  | ¢ | N ¢ ¢ | N | N | $\stackrel{8}{\sim}$ | ค | N | $\stackrel{\infty}{+}$ |  | N |
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## APPENDIX C -

## EXTRA DUTY SCHEDULE

## ATHLETICS

|  | 2018-2019 | 2019-2020 | 2020-2021 | 2021-2022 | 2022-2023 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Basketball | \$ 3,044.00 | \$ 3,120.00 | \$ 3,198.00 | \$ 3,278.00 | \$ 3,360.00 |
| Volleyball | \$ 2,466.00 | \$ 2,528.00 | \$ 2,591.00 | \$ 2,656.00 | \$ 2,722.00 |
| Softball | \$ 2,466.00 | \$ 2,528.00 | \$ 2,591.00 | \$ 2,656.00 | \$ 2,722.00 |
| Soccer | \$ 2,466.00 | \$ 2,528.00 | \$ 2,591.00 | \$ 2,656.00 | \$ 2,722.00 |
| Cheerleading * | \$ 2,740.00 | \$ 2,809.00 | \$ 2,879.00 | \$ 2,951.00 | \$ 3,025.00 |
| Athletic Coordinator | \$ 2,466.00 | \$ 2,528.00 | \$ 2,591.00 | \$ 2,656.00 | \$ 2,722.00 |
| Assistant Coach | $50 \%$ of the stipend given to the coach of that sport. |  |  |  |  |
| Sports Health Aide | $50 \%$ of the stipend given to the coach of that sport. |  |  |  |  |

* If a cheerleading sponsor attends a competition, they shall be compensated an additional one hundred dollars ( $\$ 100$ ) for each competition they attend.


## ACADEMICS

|  | 2018-2019 |  | 2019-2020 |  | 2020-2021 |  | $\underline{2021-2022}$ |  | 2022-2023 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Homework Club Director | \$ | 5,684.00 | \$ | 5,826.00 | \$ | 5,972.00 | \$ | 6,121.00 | \$ | 6,274.00 |
| ACCESS Club Director | \$ | 5,684.00 | \$ | 5,826.00 | \$ | 5,972.00 | \$ | 6,121.00 | \$ | 6,274.00 |
| Tech Assistant (amount listed plus days) | \$ | 1,221.00 | \$ | 1,252.00 | \$ | 1,283.00 | \$ | 1,315.00 | \$ | 1,348.00 |
| Musical Director | \$ | 1,563.00 | \$ | 1,602.00 | \$ | 1,642.00 | \$ | 1,683.00 | \$ | 1,725.00 |
| Eighth Grade Sponsor | \$ | 1,563.00 | \$ | 1,602.00 | \$ | 1,642.00 | \$ | 1,683.00 | \$ | 1,725.00 |
| Student Council Advisor | \$ | 1,867.00 | \$ | 1,914.00 | \$ | 1,962.00 | \$ | 2,011.00 | \$ | 2,061.00 |
| Yearbook Sponsor | \$ | 987.00 | \$ | 1,012.00 | \$ | 1,037.00 | \$ | 1,063.00 | \$ | 1,090.00 |
| PIE Committee Member | \$ | 1,183.00 | \$ | 1,213.00 | \$ | 1,243.00 | \$ | 1,274.00 | \$ | 1,306.00 |
| Family Reading Night Coordinator | \$ | 542.00 | \$ | 556.00 | \$ | 570.00 | \$ | 584.00 | \$ | 599.00 |
| Extra Curricular Club | \$ | 987.00 | \$ | 1,012.00 | \$ | 1,037.00 | \$ | 1,063.00 | \$ | 1,090.00 |

## Appendix C (continued):

A. Any employee who has held the same Appendix C position for at least one (1) year will receive on hundred dollars (\$100) over the scheduled amount.
B. After an employee has held the same Appendix C position for seven (7) years they shall receive an additional one hundred fifty dollars (\$150) over the schedule amount.
C. Assistants, as needed, to run the clock, keep score, etc. will receive thirty dollars (\$30.00) per game in the 2019-2023 school years.

## Forming of New Clubs/Organizations

If after a two (2) day probationary period there are not at least ten (10) students interested in the activity, an employee will receive two (2) days pay, which would be pro-rated from the Appendix C schedule. If there are ten (10) or more students in the club, then the club will continue as is. All clubs must get prior approval from the Superintendent. All clubs must be designed to meet for at least eight (8) sessions. Payment for employees who sponsor clubs that meet for fewer than sixteen (16) sessions will be pro-rated from the Appendix C schedule.

