

AGREEMENT

between the

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 30

NORTHBROOK, ILLINOIS

and the

DISTRICT NO. 30 EDUCATION ASSOCIATION

2018-2019

2019-2020

2020-2021

2021-2022

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PREAMBLE

Both the Board of Education and the teachers of the District will endeavor to promote and maintain a professional environment where it is recognized that the teacher's most important role is teaching students. A professional teacher in the District works productively with teaching colleagues and administrators to plan for instruction, participate in curriculum decision-making, promote a positive school climate, and establish good professional relationships with everyone in the school community. The Board and teachers recognize the need to balance teaching responsibilities with planning and preparation time so as to minimize the impact on the continuous delivery of teaching services. The Board and teachers also recognize that a professional teacher in the District will be required to participate in occasional activities and meetings outside of the classroom and outside of the school day. The Board shall endeavor to schedule commitments outside of the classroom so that teachers maintain sufficient planning and preparation time and the ability to achieve both their professional and personal goals.

Teachers' responsibilities also include continuing professional self-development through formal graduate course work, District courses, and workshops. Active participation in District institutes, in-service programs, team, department and building meetings is an integral part of the teacher's role during the school year. Priorities of the District include promoting engaged learning, differentiation of instruction, and integration of technology across the curriculum with continued emphasis on staff development.

ARTICLE I

RECOGNITION

1.1 Union Recognition and Unit Description

The Board of Education of School District No. 30, Cook County, Illinois (hereinafter referred to as "Board"), recognizes the District No. 30 Education Association (hereinafter referred to as the "Association"), affiliated with the Illinois Education Association and the National Education Association, as the exclusive negotiation agent for all staff in certified positions. This shall not include the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Student Services, Assistant Superintendent for Finance and Operations, Director of Educational Technology, or any other position hereafter created that includes the responsibility for making recommendations for the hiring, dismissal, transfer, promotion or discipline of any teacher.

1.2 Definition of Teacher

The term "teacher," when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in the above section.

1.3 Individual Negotiations

The Board agrees not to negotiate with any teachers' organization other than the Association during the duration of this Agreement. The Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters covered by the provisions of this Agreement. This shall not be construed to preclude the issuance of individual teacher contracts by the Board to new and non-tenured teachers, provided only that any such individual teacher employment contract shall conform to this Agreement.

1.4 Management Rights

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement, including, but not limited to, such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees. It is expressly understood and agreed by the Association that all functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and Constitutions of Illinois and the United States and as authority properly exercised by it.

ARTICLE II

ASSOCIATION RIGHTS

2.1 Dues Deduction

2.1.1 The Board shall deduct from the pay of each teacher current membership dues of the Association, provided that, at the time of such deduction, there is in possession of the Board a written authorization for continuing dues deduction voluntarily executed by the teacher. The Association shall annually, on or before September 1, certify in writing to all teachers in the District and the Board the annual dues for the school year. The authorization shall remain in effect from year to year except that any employee may revoke such authorization by giving written notice of such revocation to the Association and the Board between September 1 and September 30 of any year.

2.1.2 The membership dues specified will be prorated and deducted from pay starting October 1. If an employee resigns between September 1 and September 30 of any year, the employee shall be liable for no dues in the ensuing year. Any teacher employed after October 1 may authorize dues deduction by presenting an authorization card to the Board within 30 days after date of employment. The Superintendent will notify the President of the Association of any written resignation prior to the end of the school term as soon as practicable. Termination of employment for any reason shall constitute revocation of authorization for dues deduction effective the last date of employment. A teacher who commences an unpaid leave of absence shall continue to be obligated to pay membership dues for the remainder of that school year, and the Board shall deduct the annual dues from the final payment of the employee.

2.1.3 All dues deducted by the Board shall be transmitted to the Treasurer of the Association within 30 calendar days of their receipt.

2.1.4 The Association agrees to hold harmless and defend the Board from any and all claims, suits or other actions which may arise from the deduction of dues under this Section, provided only that the Board shall make such deductions and remittances as are provided herein.

2.2 Fair Share Payments

2.2.1 Commencing on the effective date of this Agreement, or 30 days after initial employment, and continuing during the term of this Agreement, any teacher who is not a member of the Association shall pay to the Association annually his or her fair share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required by members of the Association.

- 2.2.2** By September 1 of each year, the Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. If the non-member teacher has not made payment to the Association within 30 days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member teacher and pay it to the Association in the same manner as provided in Section 2.1.
- 2.2.3** Non-member teachers who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by the Association for objecting to the amount of the fair share deduction. Additionally, non-member teachers who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board (IELRB) pursuant to its rules and regulations. Upon any such filing and notice of objection, the parties shall follow the then-current rules and regulations of the IELRB regarding the retention and disposition of the fair share payments in dispute.
- 2.2.4** If a non-member teacher declares in writing to the Board and the Association the right of non-association based either upon bonafide religious tenets or teachings of a church or religious body of which the teacher is a member, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Association. If the affected teacher and the Association are unable to reach an agreement on the matter, the teacher shall select a charitable organization for receipt of the payment from an approved list established by the IELRB in accordance with its rules.
- 2.2.5** The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including attorneys' fees incurred, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance upon any list, notice certification, affidavit or assignment furnished under any of such provisions.

2.3 Use of School Facilities and Equipment

- 2.3.1** The Association shall have the right to hold membership meetings outside the normal teacher day on school property, provided such meetings in no way interfere with any aspect of the total instructional program and provided that if such meetings entail additional maintenance or custodial or other expenses, the Association shall pay such costs. Notification for such use shall be submitted to the principal of the building at least 1 attendance day in advance of the time of intended use, unless extenuating circumstances exist and the principal is advised, in advance of the use if possible, of the reasons for the delay in notification. If the

meeting shall involve more than 20 persons where less than 90% of those attending are teachers, this paragraph shall not apply.

2.3.2 The Association shall have the right to use the District's inter-school distribution facilities and teacher mailboxes to distribute a reasonable quantity of Association materials, provided that, if communications are not individually addressed and if submitted to more than 25% of the teachers in any single building, such materials shall be properly identified as official Association publications and a copy thereof concurrently provided to the principal and the Superintendent. Distribution of Association materials shall not occur so as to interfere with student-contact time or teachers' preparation time scheduled during the student attendance day. If at any time the United States Postal Service or any court of competent jurisdiction shall determine that the use of such a distribution system shall require the affixation of stamps, the Association shall be responsible for such and shall otherwise release, indemnify and hold the Board harmless for the use of the District's inter-school mail system.

2.3.3 Authorized Association members shall have the right to use on-site District equipment, such as, but not limited to: typewriters, computers, copiers, screens and display devices, provided approval for such use shall be granted by the administrator responsible for such equipment. The Association shall pay the cost of all materials and supplies and the cost of any repair incident to such use. It shall be the responsibility of the Association to develop, maintain, and submit to the Business office by June 15 an itemization of all materials and supplies used.

2.3.4 The Association shall have the right to use a bulletin board located in each faculty lounge for the posting of official Association notices. It shall be the responsibility of the Association to remove all notices from the bulletin board at the end of the school term.

2.4 Association Leave

In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for any aggregate number of days up to 10 in any school year, provided the Association reimburses the District for the cost of the substitute(s) used for such purposes and further provided that the frequency of excused leaves does not impair the quality of classroom instruction. A written request for leave shall be submitted by the Association President, at least 5 days in advance, to the Superintendent or his/her designee. In no event shall any one person use in excess of 5 such days, unless approved by the Superintendent or his/her designee.

2.5 Association President's Release Time

For the purpose of mutually assisting in the continuing implementation of this Agreement and upon the request of the Association, the Superintendent may approve reasonable release time for the Association President without any cost to the Association or reduction in the Association leave provided under Article II, Section 2.4 above, provided

that the frequency of the excused release time does not impair the quality of classroom instruction. In addition, the Association President will not be required to sit on Building Committees, unless mutually agreed upon.

2.6 Copies of Agreement

The Board and Association will mutually agree upon the number of copies of the final Agreement, which shall be printed within 45 days following the ratification of the Agreement by the parties if reasonably possible. The printer and method of printing shall be determined by the Board and the cost thereof shall be shared equally by the parties.

2.7 INNOVATE Committee

2.7.1 Each building shall establish a building innovation team, to be known as INNOVATE, which will discuss opportunities and make recommendations for improvement and/or innovation affecting the general quality of working conditions, instruction, communication, and student initiatives. INNOVATE shall meet 4 times each school year, or more if agreed upon by team members. INNOVATE shall be composed of no fewer than 4 representatives including teachers of various departments and the building principal. In the first year of the Agreement, half of the teachers serving on the team will serve a 1-year term while the remaining teachers will commit to a 2-year term, thereby staggering the terms. Team roles will rotate at each meeting. All members will have an equal voice in the recommendations of the team. Guidelines for implementation will be published and followed. Agendas and minutes from all meetings must be sent electronically to the Superintendent and the Association President to be shared at District leadership meetings.

2.7.2 By October 1 an annual District-wide meeting jointly scheduled by the Association President and the Superintendent (in addition to the 4 mandatory meetings) will be devoted to training all INNOVATE members on the published guidelines. Participation in the training will also include the Association President and the Superintendent and/or their designees.

2.7.3 The Association President and the Superintendent, by consensus agreement, may convene District INNOVATE, a representative group from the building INNOVATE teams, to discuss opportunities and make recommendations for improvement and/or innovation affecting the general quality of working conditions, instruction, communication, and student initiatives. This representative group shall include 1 building principal and 1 teacher to be determined by each building's INNOVATE team.

2.7.4 The building INNOVATE and/or District INNOVATE team shall not be convened to deal with an individual's issues or concerns which are subject to the normal supervisor/supervisee contractual relationship. This team shall not engage in collective bargaining nor interfere with rights afforded under the contractual

grievance procedure. Moreover, the Association and the Board understand and acknowledge that the procedures, discussions, workings and conclusions of the building INNOVATE and/or District INNOVATE are not intended to be subject to the grievance and binding arbitration procedures set forth in Article VII of this Agreement.

2.8 Association President-Superintendent Meetings

The Association President and the Superintendent may meet monthly to discuss those items submitted on an agenda in advance of the meeting. The Assistant Superintendent and Association Vice President along with other mutually agreed upon representatives, may also participate in these meetings.

2.9 Provision of Board Information

The Board shall provide the Association President with electronic copies of the agenda and minutes of the public Board meetings. Any material placed in the official minute book of the School District recording public action, but not attached to the minutes routinely distributed, shall also be provided to the Association President. The Board will also provide the Association with a copy of its annual budget and audited financial statement. Other documents as are commonly provided to the public may be reasonably requested from time to time.

2.10 Notice of Staffing Changes

When the Superintendent or the Board proposes any changes during the year that would result in a reduction in the total number of full-time equivalent teachers, the Association shall be afforded a reasonable opportunity to present its views to the Superintendent and/or the Board at least 14 days prior to any action, except in the case of an emergency.

ARTICLE III
TEACHER RIGHTS AND WORKING CONDITIONS

3.1 Right of Representation

When any teacher is required to appear before the Board or before any Board committee or administrator concerning any matter which could directly affect the continuation of that teacher's employment, the teacher shall be given reasonable prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

This procedure shall not apply to teacher evaluation meetings and conferences, nor is it to be construed to include parent conferences or informal or impromptu meetings and/or conversations relative to normal daily performance, duties and/or occurrences both in and out of the classroom.

3.2 Personnel File

3.2.1 Each teacher shall have the right, upon written request, to examine his or her personnel file, except for documents originating prior to his or her original employment and other confidential documents as set forth in the *Illinois Personnel Records Review Act* (820 ILCS 40/0.01). A teacher may place therein a written response to material in the file. A representative of the Association may, at the teacher's request, accompany the teacher in this examination. Such examination shall be by appointment during normal office business hours and in the presence of a designated employee of the Board. Neither the teacher nor his or her representative shall permanently remove any material from the file, but the teacher shall have the right to hand copy any material available to him or her under this section or to have such copies made by the District Office personnel at the usual and customary cost.

3.2.2 A copy of any non-confidential material related to evaluation, job performance, or conduct that is to be placed in a teacher's personnel file shall be provided to the teacher at the time of placement with a clear designation that it will be included in the teacher's file.

3.3 Communication Concerning Teachers

3.3.1 Positive written and/or oral communications concerning teachers shall be shared with the teacher.

3.3.2 If, at any time, a written or oral complaint is made regarding a teacher's conduct, the complainant will be encouraged by the administration to discuss the matter with the teacher in question. If requested by the teacher, a teacher-principal conference shall be held on the matter. If the written or oral complaint is to be made a portion of a subsequent teacher evaluation, such written or oral complaint shall be made known to the teacher within 10 days of the complaint.

3.4 Assault

3.4.1 A teacher shall promptly report any case of assault upon a teacher while performing school-related duties to the building principal and the Superintendent.

3.4.2 The Board shall indemnify and protect such teacher against any death and bodily injury claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under direction of the Board. The teacher shall have the right to representation as per Article III, Section 1, of this Agreement for any meetings which arise pursuant to this Section.

3.5 Pupil Discipline

The teacher has the primary responsibility for the maintenance of discipline within the classroom. The Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of discipline in the classroom.

3.6 Class Size

The parties agree that small class sizes are essential to quality education. To that end, the District shall endeavor to maintain the lowest teacher pupil ratio at the K-2 grade levels. Grades 3-5 will have the next priority. The formulation of class size throughout the year shall be based upon the consideration of the needs of and support services for all students with the ongoing input of staff and administration.

ARTICLE IV

EVALUATION

4.1 Purpose

The District will utilize a teacher evaluation plan under the direction of the Superintendent consistent with the *Illinois School Code* (105 ILCS 5/1-1 *et seq.*) ("*School Code*"). The teacher evaluation plan shall provide for a consistent, equitable and well-defined methodology of evaluation that has been collaboratively developed and implemented through a shared responsibility between evaluators and teachers. The teacher evaluation plan shall include a description of the teachers' duties and responsibilities and the standards to which the teachers are expected to perform.

4.2 The Performance Evaluation Reform Act (PERA) Joint Committee on Evaluation

The PERA Joint Committee on Evaluation will oversee the process, ensure consistent participation and reliability across evaluators, and maintain validity in the evaluation process. The members of the PERA Joint Committee on Evaluation will be selected by the Association and the Superintendent or his/her designee.

4.3 Training

All evaluators shall undergo training and become designated as State-certified evaluators. All teachers will receive annual training on the evaluation plan prior to the first student attendance day.

4.4 Formal Observation

The frequency of and protocols for formal observations for tenured and non-tenured teachers shall be determined by the PERA Joint Committee on Evaluation. Tenured and non-tenured teachers will be formally observed at a frequency and under the protocols to be established by the Teacher Evaluation Plan (Appraisal System). No formal observation shall be conducted without the teacher receiving advance notice. Communication between the teacher and the evaluator will take place to discuss the timing, format and expectations prior to the formal observation. Following a formal observation, a post-observation conference shall be held between the teacher and the evaluator within the time as specified by the Appraisal System. Prior to the post-observation conference, the teacher shall be provided with written observational data.

4.5 Informal Observation

Nothing herein shall restrict the right of evaluators to make informal observations of tenured and nontenured teachers. An informal observation may not be substituted for a formal observation. The evaluator will provide the teacher with written observational data following an informal observation.

4.6 Summative Evaluation

4.6.1 The evaluator shall prepare a written summative evaluation. When a tenured teacher is rated as unsatisfactory in the summative evaluation, it shall include data to support the rating and any formal or informal observations which form the bases for the rating. An unsatisfactory rating shall provide the tenured teacher with the right to remediation.

4.6.2 The evaluator shall provide the evaluation document to the teacher in person. All summative evaluation documents shall be signed by both the evaluator and the teacher no more than 3 school days after the teacher receives a copy of the summative evaluation document. The teacher's signature on the summative evaluation document does not imply agreement with the evaluation. A signed copy of the summative evaluation document shall be placed in the teacher's personnel file. A teacher who does not receive a summative evaluation at the end of year 2 of the evaluation cycle prior to going on any leave shall continue the evaluation cycle at the point at which the leave started.

4.7 Response to Evaluation

Within 6 school days after receiving the summative evaluation document, the teacher shall have the right to submit a written response to the evaluator. The written response will be attached to the summative evaluation and included within the teacher's personnel file. Within 3 school days of receipt of the teacher's written response, the evaluator will review the written response, make any amendments or modifications to the summative evaluation document as may be appropriate, and sign the teacher's written response. The evaluator's signature on the teacher's written response does not imply agreement with a teacher's responses. Where the evaluator has made any modifications to the summative evaluation document, a copy of the revised summative evaluation document shall be included within the teacher's personnel file and shall be provided to the teacher within 3 school days.

4.8 Remediation

Within 30 school days of a tenured teacher receiving a summative evaluation rating a tenured teacher as unsatisfactory, the District shall develop a remediation plan designed to correct deficiencies cited. A consulting teacher will be assigned to support the remediation plan. Remediation shall be conducted in accordance with Section 24A-5 of the *School Code*.

ARTICLE V

ASSIGNMENTS, VACANCIES AND TRANSFERS

5.1 Assignments

Teachers shall be given written notice of their assignment for the forthcoming year prior to the end of the school year if such assignment shall then be known. In the event changes in assignment are necessary after the close of the school year, the teacher affected shall be notified as promptly as circumstances permit and given the opportunity for a conference to discuss said assignment. If such change is not acceptable to the teacher, he/she shall be allowed to resign without prejudice in 30 days. The teacher may resign sooner if a suitable replacement becomes available.

5.2 Posting

The Superintendent or his/her designee shall have posted in the faculty lounges of all school buildings a notice of all vacancies within the bargaining unit excluding lateral (K2, 3-5, 6-8) and interdepartmental transfers of tenured staff within 1 building as they occur or as they are anticipated on the basis of written notice to the Superintendent of the intent of any teacher to retire or resign. Where appropriate, such notice shall be accompanied by a job description and a statement of minimum qualifications and salary range. Except in the case of emergency, no vacancy shall be filled until such notice shall have been posted for at least 5 school days or days on which the District Business Office is open. During the summer, vacancy notices shall be posted in the faculty lounges of all school buildings and shall be e-mailed to any teacher who has informed the Superintendent or his/her designee in writing, electronic or otherwise, of his/ her desire to receive such notices.

5.3 Voluntary Transfers

Any teacher may apply for a transfer to another school building where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. Upon request by the teacher or by the Superintendent or his/her designee, the Superintendent or his/her designee shall meet with the teacher to discuss the reasons for the transfer request. The Superintendent or his/her designee shall meet with the teacher to discuss the reasons if the request is denied. When requested by the teacher, an Association representative may be present at the meetings.

5.4 Involuntary Transfers

Any teacher affected by an involuntary transfer to another school building shall be notified as promptly as possible and shall be afforded an opportunity to have a conference with an appropriate administrator. Upon request, he/she shall be released from his or her contract in 30 days, or sooner, provided a replacement is available. Any teacher transferred involuntarily shall receive extra consideration in any requested transfer to a

future vacancy. If an involuntary transfer is going to occur due to declining enrollment or the closure of a building, the following procedure shall be instituted:

- 5.4.1 The Superintendent or his/her designee shall meet with those teachers being considered for transfer to determine if any teacher will agree to voluntary reassignment. An Association representative shall be present at this meeting.
- 5.4.2 In the event no teacher voluntarily accepts reassignment, the following criteria may be considered in determining which teacher shall be transferred: the teacher's training for the required assignment; leadership ability; participation in any specialized projects or programs operating within the building or grade/subject area and teaching experience in grade level/subject area. If all criteria are otherwise equal, reassignment will be based on lowest seniority. The teacher shall receive a written statement explaining how the criteria were applied.
- 5.4.3 If the teacher is dissatisfied with the decision regarding the transfer the teacher may meet with the Superintendent to discuss the transfer. In the event the teacher is still unsatisfied with the decision, the teacher may request a meeting with the Board. A representative of the Association may be present if requested by the teacher.
- 5.4.4 The Grievance Procedure shall not be applicable to Section 5.4.

5.5 Priority Assignment of Involuntary Transferred Teacher

A teacher who is to be or has been transferred may be assigned prior to the employment of any new teacher at the start of the new school year in any area for which that teacher is certified and qualified per 23 *Illinois Administrative Code* or its successor. This priority assignment right shall extend no more than two (2) years from the date of the teacher's transfer.

ARTICLE VI

LEAVES

6.1 Sick Leave

Each full-time teacher shall be entitled to a total of thirteen (13) sick leave days while on vertical steps 1 through 10, fourteen (14) days while on vertical steps 11 through 20, and fifteen (15) days while on vertical steps 21 and beyond with full pay per school year. Each part-time teacher shall receive sick leave days equivalent to his or her teaching day that correspond to his/her vertical step. Each part-time teacher teaching less than 5 days a week shall receive prorated sick days based on his/her vertical step. Such sick leave shall accumulate to 340 days. Sick leave shall be interpreted to mean illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. For purposes of this Section, immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, or significant other.

Sick leave use for leave after birth generally shall not exceed thirty (30) school days following delivery of the child unless a teacher provides medical substantiation of the need for additional sick leave days. Paid sick leave for adoption or placement for adoption is limited to thirty (30) school days and subject to substantiation that the formal adoption process is underway.

6.1.1 Sick Leave Bank

6.1.1.1 The Board in cooperation with the Association shall establish a Sick Leave Bank for teachers on a mandatory basis. The Sick Leave Bank will be administered by the Association President - Superintendent Committee which includes the District 30 Education Association President and Vice President and the Superintendent and Assistant Superintendent. Decisions will be made by consensus. If consensus is not reached, the Superintendent will make the final decision at his or her sole discretion.

6.1.1.2 The Sick Leave Bank is available to teachers who have exhausted all of their accumulated sick leave and they or their spouse, child or parent suffer(s) from a personal illness, disability, or hospitalization of a "catastrophic" nature. Catastrophic refers to life-threatening or extraordinary medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include cancer and complications in pregnancy that are hazardous to the life of the mother and/or unborn child including, but not limited to, toxemia-related complications. In contrast, flu, a broken leg, and routine pregnancies are not considered catastrophic or extraordinary medical conditions. Generally speaking, such catastrophic or extraordinary medical

conditions must be considered both long-term in nature and require long-term rehabilitation periods. A physician's statement certifying that the medical condition is life-threatening or extraordinary must be submitted with the request to access the Sick Leave Bank. Included in the statement must be the nature of the condition and the anticipated length of the rehabilitation period.

- 6.1.1.3** Every new teacher shall contribute only 1 day of his or her sick leave to the Bank. If the Bank is depleted to 100 days, every teacher shall be assessed 1 additional day at the beginning of the following school year. Additions in multiples of 1 day per teacher shall be made until the Bank exceeds 100 days. New teachers are exempt from multiple additions. The Business Office shall send to the Association President a report which includes the total number of days in the bank at the end of the previous year, the number added or subtracted in the previous year, and the current total as of October of that year.
- 6.1.1.4** A teacher withdrawing from the bargaining unit for whatever reasons shall not be allowed to withdraw the contributed days.
- 6.1.1.5** A teacher who has contributed shall not be able to utilize days from the Bank until after his or her own accumulated sick leave days have been depleted and a three (3) day deduction period has transpired for each extended disability. Should a single extended disability exceed 10 consecutive school days, or if intermittent absences are necessary for subsequent treatment and/or illness related to the original extended disability, the deduction shall not apply. A doctor's written verification shall be necessary to waive the 3-day deduction.
- 6.1.1.6** The maximum number of days that a teacher may draw from the Bank for their own illness shall be sixty (60) days or until the end of the school year, whichever is less. The maximum number of days that a teacher may draw from the Bank for the illness of their spouse, child or parent shall be thirty (30) days or until the end of the school year, whichever is less.
- 6.1.1.7** A teacher shall not be eligible to utilize the Sick Leave Bank in 2 consecutive years unless he or she shall be actively employed and working full-time for at least 90 teacher employment days prior to drawing from the Bank in said second year.
- 6.1.1.8** Persons withdrawing sick leave days from the Bank shall not be required to replace those days, except as a regular contributing member of the Bank.

6.1.1.9 The Bank shall be used only for the personal illness of the teacher, spouse, child or parent and not for the serious illness or death of any other person.

6.1.1.10 The Bank shall not be used for cosmetic surgery or any surgical or other procedure which may be safely deferred until a vacation or recess period.

6.1.1.11 The Sick Leave Bank shall not be available under any circumstances to any teacher on leave of absence, notwithstanding that sick leave under any section of this Article should be construed or held to be available to a teacher on leave.

6.1.1.12 Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the Bank should all days be used up in any period or periods of its operation.

6.1.1.13 At the time a teacher gives notice of retirement, a member of the Bank may withdraw from the Bank the number of days necessary to establish up to 340-days accumulation, provided that a member may withdraw only those days contributed to the Bank by said teacher in excess of the total number of days utilized by said teacher from the Bank and that said withdrawal of days comports with TRS rules.

6.2 Personal Leave

Each teacher shall be entitled to 3 days of personal leave without loss of pay for matters, including for medical purposes, which cannot be handled during non-school days or hours. Application for such leave shall be made to the Superintendent or his/her designee at least 48 hours prior to the desired onset of such leave, except in case of an emergency. Such leave shall not be granted during the first 3 or last 3 teacher employment days, or the day immediately preceding or following a school vacation or holiday, unless the Superintendent approves the explained request for exception. This request shall be made directly to the Superintendent by the teacher. A teacher's unused personal leave days may be added to accumulated sick leave, subject to the maximum accumulation provided in Section 6.1.

6.3 Family and Medical Leave

Teachers shall be entitled to this leave pursuant to the conditions set forth below in this Section and in Section 6.10.

Eligible nontenured teachers and tenured teachers may take unpaid family and medical leave under the *Family and Medical Leave Act* (FMLA) and in accordance with Board Policy for a serious health condition of the teacher or his or her spouse, child, or parent; for birth, childcare, or placement of a child for adoption or foster care; or for certain military-related reasons. At the request of either party, accrued paid

sick/personal leave may run concurrently for all or any part of the unpaid leave granted pursuant to the FMLA. Accrued paid sick/personal leave may be substituted where the leave is taken in accordance with Section 6.1 of this Agreement.

6.4 Childrearing Leave

A tenured teacher shall be eligible for long-term childrearing leave without pay for a period not to exceed the balance of the school year in which the leave commences plus 1 additional year, providing:

- 6.4.1** The tenured teacher timely applies for childrearing leave with the Superintendent pursuant to the general conditions for leave of absence set forth in Section 6.10;
- 6.4.2** The tenured teacher and Superintendent or his/her designee shall agree upon a plan for the commencement and termination of such leave (the period of leave), taking into consideration the continuity of instruction and medical factors and any pertinent time factors related to continuity of instruction and medical factors to the maximum possible degree;
- 6.4.3** Sick leave shall not be applicable during the period of childrearing leave except for the period of immediate disability following birth or for adoption and placement for adoption as set forth in Section 6.1 of this Agreement. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to duty in the District;
- 6.4.4** Any tenured teacher desiring to use childrearing leave for adoption as a result of becoming an adoptive parent of a child below the age of 6 years shall notify the Superintendent or his/her designee in writing upon confirmation of eligibility. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or his/her designee informed of the status of the legal proceedings and, as soon as known, the expected date of the delivery of the child; and
- 6.4.5** Childrearing leave and family and medical leave shall run concurrently for a leave that qualifies under the FMLA.
- 6.4.6** This section shall apply to the tenured teacher utilizing the additional year of childrearing leave. The teacher shall notify the Superintendent in writing by February 1st of the last year of leave that the teacher intends to return to work at the conclusion of the leave. Failure to advise the Superintendent of the intent to return, as required by this Section, shall be treated as an election not to return to employment and as a resignation from the District. Also, in late May of the last year of leave, the teacher shall return for one day (at substitute pay) to receive refresher training in school procedures and methods. The dates for the late May return shall be jointly determined by the teacher and the Superintendent or his/her designee.

6.4.7 A document outlining all steps that a tenured teacher must take to obtain and participate in childrearing leave shall be available to all teachers upon request.

6.5 Jury Duty

Teachers summoned for jury duty shall be granted a leave of absence without loss of salary. Jury duty fees will be kept by teachers.

6.6 Other Leaves of Absence

6.6.1 The Board shall grant an unpaid disability leave of absence to any teacher who is temporarily ill or temporarily incapacitated and does not have sufficient accumulated sick leave or unpaid leave time under the *Family and Medical Leave Act* to cover the duration of his or her absences. Such leave shall not exceed the number of days shown below as calculated from the onset of the disability or incapacity. A teacher shall be deemed temporarily ill or temporarily incapacitated if he or she, because of ill health or for any other reason, is physically or mentally unfit to perform his or her duties during the school term and, by reason thereof, is absent from his or her duties for up to the time period as indicated:

<u>Employed in District</u>	<u>Temporary Disability Duration</u>
0 thru 1 year	30 consecutive school days or the exhaustion of paid leave, whichever occurs last
2 thru 4 years	less than 60 consecutive school days or the exhaustion of paid leave, whichever occurs last
5 or more years	the balance of the school year in which the disability commences plus 1 additional school year for the same or a related illness or incapacity, or the exhaustion of paid leave, whichever occurs last

In the event a teacher remains ill or incapacitated at the expiration of a temporary disability leave afforded under this provision, he/she may apply to the Board for an extended unpaid disability leave of absence pursuant to paragraph 6.6.2 of this Section. If a permanently ill or incapacitated tenured teacher resigns or is not afforded an extended unpaid leave at the time of the temporary disability leave's expiration, the tenured teacher shall have the right to be recalled to any vacant position for which he/she is qualified within the next school year (July 1 through June 30), provided said teacher is able to fully resume his or her duties.

6.6.2 In the sole discretion of the Board, a teacher may be granted a leave of absence without pay, subject to such conditions as the Board may prescribe. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications shall be in writing, in sufficient detail to describe the nature of the desired leave and submitted in advance to the

Superintendent or his/her designee. The Association may submit its viewpoint on such leave in writing to the Superintendent or his/her designee prior to final approval or disapproval. The failure, of the Association to submit its viewpoint shall not restrict the right of the Board to grant or deny the leave.

6.7 Maintenance of Insurance

6.7.1 All teachers on an approved leave of absence shall be entitled to maintain all insurance policies as set forth herein, provided the teacher pays the full premium(s) directly to the Board, for transmittal to the carrier(s), after the expiration of any insurance benefits afforded under the *Family and Medical Leave Act*, Maintenance of insurance policies shall be subject to the terms and conditions of the insurance policies then in effect, including calculation of time periods afforded under the federal COBRA law.

6.7.2 Any teacher who completes the entire current school year of teaching and who is either to commence an unpaid leave of absence pursuant to this Agreement at the beginning of the next school year, or who resigns from the District, or who is dismissed from the District, except for just cause, shall have his or her individual hospitalization/major medical insurance paid by the Board through August 31st of that year, and for term life insurance according to the eligibility requirements established by the insurance carrier.

6.8 Bereavement Leave

Each full-time teacher shall be granted up to 5 days per school year for bereavement without loss of pay or deduction of sick leave days. Each part-time teacher shall be granted up to 5 bereavement days equivalent to his or her teaching day. Each part-time teacher teaching less than 5 days a week shall receive bereavement days prorated based on 5 days a year.

6.9 State or National Association Leave of Absence

A leave of absence for up to 2 years shall be granted to any tenured teacher, upon application, for the purpose of serving as a full-time paid officer of a state or national educational organization.

6.10 Conditions of Leaves of Absences

Unless otherwise set forth in Article VI, any leave of absence is subject to the following general conditions:

6.10.1 All requests for leave, except for leaves under the *Family and Medical Leave Act*, shall be made in writing to the Superintendent or his/her designee for approval by the Board at least 90 calendar days prior to the anticipated beginning of such leave. In extraordinary circumstances, the Board may waive the 90-day deadline.

- 6.10.2** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. From time to time, the Superintendent or his/her designee may request the teacher to furnish subsequent statements from the doctor indicating the teacher's continued ability to perform his or her teaching duties.
- 6.10.3** In order to advance on the salary schedule, a teacher returning from an approved leave of absence must have worked the equivalent of 0.6 of 183 work days (i.e., a teacher's leave of absence may not exceed 73 days), exclusive of the annually-allotted sick and personal leave days. If the leave exceeds the year in which such leave commences, the second year shall not be considered for step advancement on the salary schedule. A teacher on an unpaid leave of absence will maintain his or her seniority position and will be afforded seniority credit in accordance with Article VIII, Section 2 of this Agreement.
- 6.10.4** In all instances where a teacher is granted a leave of absence of 6 months or more, as a condition thereof, he or she shall advise the Superintendent or his/her designee in writing by February 1st prior to the termination of such leave that he/she intends to return to employment. The teacher and Superintendent shall confer on a plan of return in all instances of medical related leaves before commencement of the same. Return to the District shall be in accordance with the previously agreed upon plan. In the event of a request to return to employment at any time during the school year (other than at the beginning of a new semester), the Board may delay reinstatement of said teacher until the beginning of the next school year. Failure to advise the Superintendent or his/her designee of the intent to return, as required by this Section, shall be treated as an election not to return to employment and as a resignation from the District.
- 6.10.5** A leave of absence may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher and, provided the term of such leave shall not be considered in computing full-time employment under Section 5/24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. A non-tenured teacher must actually work at least 120 days in a school year to have that year count towards the acquisition of tenure. Upon return from such leave, the teacher shall not be considered as having any break in her/his probationary service. Upon the return from such leave, the teacher shall be considered to have commenced his/her first, second, third, or fourth probationary year as the case may be. The granting of a leave of absence to any non-tenured teacher shall not constitute a precedent for the granting of leave to any other teacher. Each request shall be judged on its own merits.
- 6.10.6** If a teacher on a leave of absence submits a request in writing to return to employment prior to the conclusion of the leave, he/she shall be offered the first available vacancy for which the teacher is certified and qualified per *23 Illinois Administrative Code* or its successor, provided a contract has not been tendered to a prospective teacher. If a contract has been tendered to a prospective teacher, the contract must be returned to the District within 10 calendar days of the date tendered or such offer shall be void for the purposes of this Section.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definitions

7.1.1 A grievance shall mean only a complaint by the Association or a teacher that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

7.1.2 All time limits consist of school days, except that, when a grievance is submitted less than 10 days before the close of the current school year, time limits shall consist of all calendar days. "School days" for the purposes of the Grievance Procedure shall mean days on which the school Business Office is open.

7.2 Procedures

The parties hereto acknowledge that it is usually most desirable for a teacher and his or her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher and/or the Association, a grievance may be processed as follows:

7.2.1 Step 1

The grievant and the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within 7 days after the receipt of the grievance. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated and shall state the remedy requested. The filing of the formal, written grievance at Step 1 must be within 20 days from the date of the occurrence or from the time when the grievance might reasonably have been ascertained. The Association representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within 8 days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

7.2.2 Step 2

If the grievance is not resolved at Step 1, then the grievant or the Association may appeal the grievance to the Superintendent or his/her designee within 6 days after receipt of the Step 1 answer. The Superintendent or his/her designee shall arrange with the grievant or the Association representative for a meeting to take place within 10 days of the Superintendent's receipt of the grievance. Within 8 days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

7.2.3 Step 3

If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings, unless the parties mutually agree to the selection of an arbitrator within 7 days after notice of the arbitration demand is given. If a written demand for arbitration is not filed within 20 days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. The arbitrator shall consider and decide only the specific issues submitted to him or her in writing and shall base the decision solely on his or her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

7.3 Miscellaneous

- 7.3.1** Each party shall bear the full costs of its representation. The cost of the arbitrator and AAA shall be divided equally between the parties. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcripts shall be divided equally between the Board and the Association.
- 7.3.2** If the Association or any teacher files any claim or complaint in any court of law or appropriate government agency other than under the Grievance Procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the Grievance Procedure until the court or other agency has completed its processing of the claim and has issued a determinative ruling, unless this is found to be prohibited by law.
- 7.3.3** Failure of a grievant or the Association to act upon any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the appeal to proceed to the next Step. The time limits, however, may be extended by mutual agreement.
- 7.3.4** At any and all Steps in the Grievance Procedure, each party shall have the right to include in its presentation such witnesses and counselors as it deems necessary. At no time shall a teacher be required to discuss any grievance if the Association's representative is not present.
- 7.3.5** Grievances involving an administrator above the building level may be initially filed by the Association at Step 2.
- 7.3.6** When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any formal Step of the Grievance Procedure.

- 7.3.7** No reprisals shall be taken by the Board or the administration against a teacher because of his or her participation in a grievance.
- 7.3.8** All records related to a grievance shall be filed separately from the personnel files of the participant(s).
- 7.3.9** A grievance may be withdrawn at any level without establishing a precedent.
- 7.3.10** It is agreed that any investigation or other handling or proceeding of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or the teaching staff.

ARTICLE VIII

REDUCTION-IN-FORCE

8.1 Procedures

Reduction-in-force of teachers (i.e., a reduction in the number of teachers as a result of the need to discontinue a particular teaching service or to decrease the number of teaching positions), the Board shall follow the procedures set forth in Section 5/24-12 of the *School Code*. The Superintendent or the Board shall advise the Association President of such reduction-in-force proposals in writing so as to permit the Association to present its views in writing to the Superintendent prior to any action being taken by the Board to implement the recommendation of the Superintendent. The Association shall be notified of the reduction-in-force proposals to be submitted to the Board no later than 14 calendar days prior to its presentation to the Board. The Association shall be presented a reasonable opportunity to state its views to the Superintendent and/or the Board prior to any action to implement such proposals.

8.2 Seniority Definition and List

8.2.1 By February 1 of each year, a seniority list will be posted listing all teachers with their seniority expressed as a number, a higher number indicating greater seniority. Seniority will be determined by years of continuous full-time teaching in District No. 30. After the attainment of tenure, less than full-time teaching service shall be computed on the following basis: Any teacher teaching less than 0.6 of 183 work days will receive 0.5-year credit on the seniority list. Any teacher teaching a minimum of 0.6 of 183 days shall receive a 1.0 year of credit on the seniority list.

8.2.2 The list shall include type of license/certificate/endorsement held and major and minor teaching areas as determined by current law.

8.2.3 Ties in seniority shall be resolved by the date and time of hire, as approved by the Board. If the date of hire for 2 or more teachers is the same, then the tie shall be resolved by the date of offer to that teacher. If a date and time of offer has not been noted, then the tie shall be resolved by lottery. The procedure and holding of said lottery shall involve both Administration and Association representatives.

8.3 Reductions to Part-Time

Any tenured teacher involuntarily reduced to part-time who meets insurance work hours eligibility requirements will receive full benefits for a period of 1 year following the reduction: health insurance, life insurance, disability insurance, sick days, sick leave bank, and tuition reimbursement. The teacher will also receive a full year of seniority credit for said 1-year period.

ARTICLE IX

PROFESSIONAL COMPENSATION AND RELATED BENEFITS

9.1 Salary Schedules

Salary schedules for 2018-19, 2019-20, 2020-2021, and 2021-22 shall be as set forth in Appendices A-1, A-2, A-3 and A-4, which are attached to and incorporated into this Agreement.

9.2 Payroll Installments

9.2.1 Beginning on the last day of August, each teacher shall be paid on the basis of 24 equal payments issued on the 15th and last day of each month. If a regular payday during the school year falls on a day when school is not in session, teachers shall receive their pay on the last workday prior thereto. However, one payment shall be issued on June 15th and the 4 remaining payments shall be issued on the last day of June.

9.2.2 Pay for teachers with automatic deposit shall be transmitted to the selected bank or credit union on the date the payroll is issued.

9.3 Extra-Duty Stipend Schedule

The extra-duty stipend schedule for teachers shall be as set forth in Appendix B, which is attached to and incorporated into this Agreement. Extra-duty stipends shall be added to the teacher's salary and shall be included in compensation every pay period during such period as the teacher is performing the extra duty or as is otherwise appropriate for the extra-duty position. Stipends shall not be paid to any teacher for the duration of a leave of absence or while otherwise unable to perform the stipend duties for a continuous period of time.

9.4 Appointment of Extra-Duty Stipend Positions

The appointment of extra-duty stipend positions shall be based upon the following procedures:

9.4.1 A job description shall be created for each extra-duty stipend position within each building. The administration will consider Association input in creating or changing job descriptions.

9.4.2 Each year the administration will determine the need for and number of stipend positions. If the administration intends for any position to be split (i.e., shared among 2 or more individuals), that will be indicated on the application. Teachers may also express a desire to split a position and share compensation.

- 9.4.3 All stipend positions are assigned for a 1-year period. Every teacher shall have the right to apply for any position on the extra duty schedule.
- 9.4.4 The assignment of positions is at the discretion of the administration, based on the requirements of the job description for each position. In making assignments, teachers who are qualified shall be considered before noncertified staff or applicants from outside the District.
- 9.4.5 Thirty (30) days before the end of the school year, extra-duty positions shall be posted for the following school year. Those positions for which job descriptions have been changed shall be designated by an asterisk on the posting and application. All job descriptions for extra-duty stipend positions shall be available for inspection in each school office and in the District Office.
- 9.4.6 Prior to the general announcement of stipend assignments, teachers shall be notified if they will or will not be assigned to an extra duty position for which they applied. The general announcement will be made prior to the end of the school year.
- 9.4.7 Contracts for stipends shall be returned within 8 working days from receipt of the contract or the offer is withdrawn and the administration may appoint an individual to fill the position.
- 9.4.8 Any new extra-duty activity intended to be included on the extra-duty schedule will be developed by the teacher and/or principal and then submitted to the Superintendent for approval and recommendation to the Board.

9.5 **Cafeteria Plan**

- 9.5.1 The Board shall maintain a cafeteria (flexible benefit) plan which meets the requirements of the Section 125 and other applicable provisions of the *Internal Revenue Code*. If, at any time, such Section 125 and/or the other applicable provisions of the *Internal Revenue Code* are amended, the parties shall promptly meet to agree upon modifications to the cafeteria plan.
- 9.5.2 A teacher may annually elect to participate in the salary redirect plan component of the cafeteria plan by choosing to receive benefits not to exceed the amount allowed under the internal Revenue Code in any plan year. The amount elected shall be deducted from the teacher's compensation. The teacher shall designate the dollar amount(s) elected for that year for each of the following benefits:
 - 9.5.2.1 Premiums for single or dependent coverage for medical, dental, disability, and/or other qualified insurances, to the extent such premiums are not paid by the Board.

9.5.2.2 Reimbursement for the cost of human medical care, as defined in Section 213(d) of the *Internal Revenue Code*, to the extent not covered by insurance and incurred by the teacher, the teacher's spouse, and/or the teacher's dependents.

9.5.2.3 Reimbursement for qualified dependent care assistance as defined and allowed in Section 129 (e)(1) of the *Internal Revenue Code*.

9.6 **Medical Insurance**

9.6.1 The Board shall provide group medical insurance through a Preferred Provider Organization (PPO) or a Health Maintenance Organization (HMO). Any teacher who elects to participate in either the PPO or HMO shall contribute towards the premium cost according to the following schedule:

Individual PPO or HMO Coverage

2018-2019	10.5% of premium cost
2019-2020	11% of premium cost
2020-2021	11.5% of premium cost
2021-2022	12% of premium cost

Family PPO or HMO Coverage

2018-2019	49% of premium cost
2019-2020	48% of premium cost
2020-2021	47% of premium cost
2021-2022	46% of premium cost

9.6.2 Part-time teachers shall receive medical insurance on a pro-rata basis as their part-time employment bears to full-time employment, provided a teacher meets the insurance work hours' eligibility requirements. Any part-time teacher who elects to participate in the District health insurance optional plans shall pay a pro-rata contribution based upon the schedule in Section 9.6.1 towards the premium cost.

9.6.3 Each school year, the Board shall, in a form and manner determined by the Board as most appropriate, disseminate information on the Board-provided insurance, including a summary of coverages, claim-filing information and procedures to be used. The Board shall submit such information as is planned to be disseminated to the Association for comments prior to the time any information is disseminated to the teachers.

9.6.4 The Board of Education and the District 30 Education Association agree that it is mutually beneficial to contain the costs of medical and other health related insurance. To that end, a standing joint health insurance committee ("HIC") shall be composed of up to three (3) representatives appointed by the Association and up to three (3) representatives appointed by the Superintendent.

The HIC shall be co-chaired by one of the three representatives appointed by the Superintendent and by one of the three representatives appointed by the Association. The HIC will meet at least twice during the school year with the first meeting in the fall and the second in the spring. The co-chairs will be responsible for scheduling the meetings.

The HIC shall examine such topics as those contained in the following list:

- (1) a review of the procedures for setting insurance premiums
- (2) a review of the prescription drug plan
- (3) benefit costs and utilization rates
- (4) potential savings and enhancements
- (5) deductibles and co-pays
- (6) programs and initiatives that will lower the cost of insurance premiums.

The HIC will make cost containment recommendations to the Board of Education and the Association. An annual informational meeting, open to all district staff, will be run by the HIC.

9.7 Life and Disability Insurance

9.7.1 The Board shall provide each full-time teacher with \$50,000 term life insurance according to the eligibility requirements established by the insurance carrier. Upon request, this insurance policy shall be made available from the Business Office.

9.7.2 The Board shall provide each full-time teacher with coverage under a group long-term disability insurance policy which, in conjunction with any benefits and offsets from the disability sections of the State of Illinois Teachers Retirement Plan and any eligibility requirements established by the disability insurance carrier, will pay a teacher 66 2/3% of his or her last annual salary at the time of disability until at least age 65 for total and permanent disability due to illness or accident.

9.8 Professional Development/Tuition Reimbursement

9.8.1 For each year during the term of this Agreement, the Board agrees to provide \$65,000 for teachers to use for professional development and tuition reimbursement purposes. Any funds which remain unused at the end of the year may accumulate for future use.

9.8.2 "Professional development" is defined as participation in programs including, but not limited to, workshops, seminars, and conventions (attending and presenting). Priority in the use of professional development/tuition funds shall be given to tenured teachers. Course work and other professional development activities must be approved in advance by the Superintendent or his/her designee.

9.8.3 A Professional Development Committee shall be established, comprised of 3 teachers and 3 administrators. The committee shall meet at least once yearly to review the established guidelines and the distribution of funds. A yearly report will be sent to the Association President.

9.9 Lane Changes

9.9.1 Teachers can submit official transcripts indicating eligibility for a lane change at any time. Lane changes will be effective as of the payroll following the date the lane change is approved by the Superintendent. The lane change will be reflected in pay retroactive to the effective date within 2 pay periods after the Business Office receives the approved form from the Superintendent. Official transcripts approved after May 15th will become effective on the first pay period of the following school year.

9.9.2 A teacher shall be eligible for only 1 vertical step movement and/or 1 lane change annually during each school year. Lane change salary adjustments shall be based upon the same lateral step as that step at which the teacher currently is placed. Teachers on a terminal step on the salary schedule who submit official transcripts and lane change forms between May 16th and August 15th shall be eligible to move down a step for the upcoming school year. Documents submitted after August 15th result in a lane change without a step.

9.9.3 Only graduate hours earned after placement in the MA lane will be counted for future lane changes.

9.10 Deductions for Annuities and Deferred Compensation

A teacher shall be eligible to have payroll deductions for annuity and deferred compensation programs through vendors on a Board-approved list. The Board-approved list shall be available to teachers. Payroll deductions for annuities and deferred compensation programs shall be transmitted to the teacher's selected bank, credit union, or annuity company in accordance with IRS requirements.

9.11 Part-Time Teachers

A part-time teacher shall be paid that proportion of the salary schedule figure which that teacher's part-time responsibilities and position bear to the responsibilities and position of a full-time teacher. Except as provided in Sections 8.3 and 9.14 of this Agreement, he or she shall receive pro-rated benefits if the teacher meets insurance work-hours eligibility requirements: health insurance, life insurance, tuition reimbursement, sick leave, personal leave, bereavement leave, and disability insurance. If any full-time teacher or full-time teacher returning from a leave of absence accepts a part-time position, that teacher shall be entitled to advancement on the salary schedule as that teacher would have had if he or she had not been reduced from full-time.

9.12 Payment to Teachers' Retirement System and Health Insurance Security Fund

From the amount due each teacher under the Salary Schedules of this Agreement, the Board shall deduct and remit for each teacher the contribution required by the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teacher and the contribution required by the Teachers' Health Insurance Security fund to be applied for the retirement health insurance account of such teacher.

9.13 Work Year

Any teacher whose annual salary must be pro-rated for reasons of unpaid leave of absence, discipline or resignation, or for additional scheduled days, shall have said proration computed upon a 183-day work year. The Board shall establish a calendar not to exceed 193 days, which shall include no more than 183 attendance days.

9.14 Retirement Benefits

9.14.1 Eligibility

A teacher shall be eligible for the District's retirement service reward subject to each of the following specific eligibility requirements:

9.14.1.1 At the time of submitting a notice of intent to retire, the teacher must have completed a minimum of 15 consecutive years of TRS-creditable teaching service in the District of 0.6 FTE or greater (with credit prorated for part-time work). Leaves of absence will not be deemed to be a break in consecutive service, but shall not be counted as a year of teaching service unless the teacher returning from leave has worked the minimum 0.6 of the work year as described in Section 6.10.3 of this Agreement; and

9.14.1.2 The teacher shall not cause the Board to make any additional contributions to the Teachers' Retirement System resulting from non-exempted creditable earnings in excess of the maximum allowable without penalty by TRS in the 4 years used for the TRS retirement calculation; and

9.14.1.3 Any teacher who intends to resign for the purpose of retirement under TRS by the conclusion of the 2025-2026 school year must submit an irrevocable notice of intent to retire to the Superintendent's office by June 15, 4 years prior to his/her last year of service.

9.14.2 Retirement Compensation and Service Rewards

9.14.2.1 Teachers who are eligible to retire under the above 3 criteria shall be removed from the salary schedule and shall receive compensation increases for each of the years up to the date of their retirement from the District in the amount allowable without penalty by TRS, not to exceed the current rate of 6%. The retirement benefits provided under this Section of 6% over their prior year's base salary shall remain in effect for the term of this Agreement to the extent permitted by law. Teachers shall also receive all creditable earnings that are exempt from the allowable TRS amount without penalty.

9.14.2.2 The above retirement compensation shall be in lieu of any other step or lane movement. Extra duty stipends, committee or leadership positions, or any other activities paid under this Agreement or by the District may not cause an individual to exceed a 6% increase over the prior year's creditable earnings. The teacher further understands and acknowledges that he/she is responsible to track total creditable earnings so that there will be no penalty to the District.

9.14.2.3 In addition to the annual compensation increases described above, eligible teachers shall receive a retirement service reward in an amount equal to \$750.00 times each full year of employment in District 30 beyond 15 years, up to a maximum reward of \$9,000.00. A retiring teacher's service reward amount shall be paid by the Board as a post-retirement payment no later than the August 15 following the end of the fiscal year in which the teacher retires from the District. Only those teachers who provide full services (excluding approved leaves of absences) to the District up to the date of retirement indicated in their irrevocable notice shall be eligible for the service reward benefit.

9.14.3 Payment for Accumulated Sick Days

Teachers retiring under TRS shall be paid at the rate of \$60.00 per day for accumulated sick leave earned in District 30 for up to a maximum of 40 days beyond what they use for TRS service credit. The 40 days shall be calculated after subtracting 170 days from their ending sick day balance and after subtracting any days used for TRS service credit. Such payment shall be made as a post-retirement severance benefit and is not intended to be added to compensation in the teacher's final year of service. The payment shall be made following evidence from TRS submitted by the retired teacher indicating the number of days used for service credit.

9.14.5 Future Revisions to TRS Retirement Programs

During the term of this Agreement, the Board and Association recognize their mutual obligation to meet and negotiate appropriate incentives for teachers who may qualify for other or revised TRS retirement incentive plans not currently in effect. Any such negotiated benefits related to new TRS retirement incentive plans or revised pension contributions shall not result in an overlap of the benefits for retiring teachers provided in the above paragraphs of this Section.

ARTICLE X

NEGOTIATION AND IMPASSE PROCEDURES

10.1 Power to Negotiate

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

10.2 Commencement of Negotiations

Negotiations shall begin no later than April 1, unless both parties agree to an alternative date. Meetings shall be held as necessary at times and places agreed upon by both parties.

10.3 Bargaining Proposals

The Association proposals shall be presented at the initial negotiations session. If a collaborative bargaining format is used, however, both parties shall present their issues at the initial session.

10.4 Tentative Agreement

All tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams. A copy shall be given to each group.

10.5 Final Approval

When the Association and the Board reach tentative agreements on all matters being negotiated, the items shall be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval.

10.6 Impasse Procedures

If mediation has been initiated, the parties shall request the appointment of a mediator from the Federal Mediation and Conciliation Service. If that agency cannot appoint a mediator within 15 days from the date of the first request, the parties by mutual agreement shall select, in this order, (1) a mediator from a list established by the Illinois Educational Labor Relations Board, or (2) the American Arbitration Association. Nothing in this paragraph precludes the parties from mutually agreeing to an individual to act as a mediator.

ARTICLE XI

DURATION AND EFFECT OF AGREEMENT

11.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written and mutual consent of the parties.

11.2 Individual Contracts

Individual teacher employment contracts shall not be inconsistent with the terms of this Agreement.

11.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

11.4 Term of Agreement

This Agreement shall be effective on the first day of teacher attendance of the 2018-2019 school year, and shall continue in effect until 11:59 p.m. of the day before the first day of teacher attendance of the 2022-2023 school year.

11.5 Midterm Contract Modifications

During the term of this Agreement, if federal or state statutes, rules, or regulations governing the Illinois Teachers' Retirement System change, either party may request to meet and discuss the financial impact of these changes for possible midterm modifications to Section 9.14 of this Agreement. In addition, either party may request to meet and discuss any financial impact and possible midterm modifications related to implementation of health care reform at the federal and/or state level to Sections 9.6.1 and 9.6.2 of this Agreement. Further, during the term of this Agreement, if changes to local, state and/or federal funds received impact the District's revenue, either party may request to meet and discuss the financial impact of these changes for possible midterm modification to Article IX of this Agreement.

11.6 No Strike - No Lockout

No teacher covered by this Agreement, or the Association, or any person acting on behalf of the Association, shall at any time engage in, or authorize a strike, or other refusal to render full and complete service to the Board. The Board agrees that it will not lock out any or all employees during the term of the Agreement.

This Agreement is signed this 30th day of May 2018.

IN WITNESS WHEREOF:

For the DISTRICT NO. 30
EDUCATION ASSOCIATION

For the BOARD OF EDUCATION
SCHOOL DISTRICT NO. 30



President



President



Secretary



Secretary

Appendix A-1
2018-2019 SALARY SCHEDULE

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	48,847	50,278	53,229	54,794	56,657
2	50,410	51,887	54,932	56,547	58,470
3	52,023	53,547	56,690	58,357	60,341
4	53,688	55,261	58,504	60,224	62,272
5	55,406	57,029	60,376	62,151	64,265
6	57,179	58,854	62,308	64,140	66,321
7		60,737	64,302	66,192	68,443
8		62,681	66,360	68,310	70,633
9			68,484	70,496	72,893
10			70,675	72,752	75,226
11			72,937	75,080	77,633
12			75,271	77,483	80,117
13			77,680	79,962	82,681
14			80,166	82,521	85,327
15			82,731	85,162	88,057
16			85,378	87,887	90,875
17			88,110	90,699	93,783
18			90,753	93,420	96,596
19			93,476	96,223	99,494
20			96,280	99,110	102,479
21			98,206	101,092	104,529
22			100,170	103,114	106,620
23				105,176	108,752
24				107,280	110,927
25					113,146
26					115,409
27					117,717
28					120,071
29					123,073
30					125,534

**Appendix A-2
2019-2020 SALARY SCHEDULE**

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	49,335	50,781	53,761	55,342	57,224
2	50,914	52,406	55,481	57,112	59,055
3	52,543	54,082	57,257	58,941	60,944
4	54,225	55,814	59,089	60,826	62,895
5	55,960	57,599	60,980	62,773	64,908
6	57,751	59,443	62,931	64,781	66,984
7		61,344	64,945	66,854	69,127
8		63,308	67,024	68,993	71,339
9			69,169	71,201	73,622
10			71,382	73,480	75,978
11			73,666	75,831	78,409
12			76,024	78,258	80,918
13			78,457	80,762	83,508
14			80,968	83,346	86,180
15			83,558	86,014	88,938
16			86,232	88,766	91,784
17			88,991	91,606	94,721
18			91,661	94,354	97,562
19			94,411	97,185	100,489
20			97,243	100,101	103,504
21			99,188	102,103	105,574
22			101,172	104,145	107,686
23				106,228	109,840
24				108,353	112,036
25					114,277
26					116,563
27					118,894
28					121,272
29					124,304
30					126,789

Appendix A-3
2020-2021 SALARY SCHEDULE

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	49,828	51,289	54,299	55,895	57,796
2	51,423	52,930	56,036	57,683	59,646
3	53,068	54,623	57,830	59,530	61,553
4	54,767	56,372	59,680	61,434	63,524
5	56,520	58,175	61,590	63,401	65,557
6	58,329	60,037	63,560	65,429	67,654
7		61,957	65,594	67,523	69,818
8		63,941	67,694	69,683	72,052
9			69,861	71,913	74,358
10			72,096	74,215	76,738
11			74,403	76,589	79,193
12			76,784	79,041	81,727
13			79,242	81,570	84,343
14			81,778	84,179	87,042
15			84,394	86,874	89,827
16			87,094	89,654	92,702
17			89,881	92,522	95,668
18			92,578	95,298	98,538
19			95,355	98,157	101,494
20			98,215	101,102	104,539
21			100,180	103,124	106,630
22			102,184	105,186	108,763
23				107,290	110,938
24				109,437	113,156
25					115,420
26					117,729
27					120,083
28					122,485
29					125,547
30					128,057

Appendix A-4
2021-2022 SALARY SCHEDULE

Step	BA	BA + 15	MA	MA + 15	MA + 30
1	50,326	51,802	54,842	56,454	58,374
2	51,937	53,459	56,596	58,260	60,242
3	53,599	55,169	58,408	60,125	62,169
4	55,315	56,936	60,277	62,048	64,159
5	57,085	58,757	62,206	64,035	66,213
6	58,912	60,637	64,196	66,083	68,331
7		62,577	66,250	68,198	70,516
8		64,580	68,371	70,380	72,773
9			70,560	72,632	75,102
10			72,817	74,957	77,505
11			75,147	77,355	79,985
12			77,552	79,831	82,544
13			80,034	82,386	85,186
14			82,596	85,021	87,912
15			85,238	87,743	90,725
16			87,965	90,551	93,629
17			90,780	93,447	96,625
18			93,504	96,251	99,523
19			96,309	99,139	102,509
20			99,197	102,113	105,584
21			101,182	104,155	107,696
22			103,206	106,238	109,851
23				108,363	112,047
24				110,531	114,288
25					116,574
26					118,906
27					121,284
28					123,710
29					126,802
30					129,338

**Appendix B
EXTRA DUTY STIPENDS**

DESCRIPTION	CLASSIFICATION	FY19	FY20	FY21	FY22
Clubs	Activity	1,057	1,057	1,057	1,057
Scholastic Bowl Team	Activity	2,115	2,147	2,179	2,211
Math Competition Team	Activity	2,115	2,147	2,179	2,212
Peer Partners	Activity	2,115	2,147	2,179	2,212
Snowflake Director	Activity	2,115	2,147	2,179	2,212
Yearbook Maple	Activity	2,115	2,147	2,179	2,212
Student Council	Activity	2,642	2,682	2,722	2,763
Science Competition Team	Activity	4,230	4,293	4,357	4,423
Chorus	Creative Arts	2,600	2,639	2,679	2,719
Instrumental Music	Creative Arts	3,000	3,045	3,091	3,137
Publicity/Tickets	Musical	286	290	295	299
Filming	Musical	500	508	515	523
Choreographer	Musical	1,429	1,450	1,472	1,494
Costumes/Makeup	Musical	1,429	1,450	1,472	1,494
Music Director	Musical	1,429	1,450	1,472	1,494
Scenery Construction	Musical	1,429	1,450	1,472	1,494
Tech Director (lights & sound)	Musical	1,429	1,450	1,472	1,494
Director	Musical	1,920	1,949	1,978	2,008
Producer	Musical	2,561	2,599	2,638	2,678
Athletic Director	Athletics	5,000	5,100	5,202	5,306
Poms	Athletics	2,000	2,040	2,081	2,122
Softball	Athletics	2,000	2,040	2,081	2,122
Basketball 6th Grade	Athletics	2,500	2,550	2,601	2,653
Cross Country	Athletics	2,500	2,550	2,601	2,653
Soccer 7th Grade	Athletics	2,500	2,550	2,601	2,653
Soccer 8th Grade	Athletics	2,500	2,550	2,601	2,653
Track	Athletics	2,500	2,550	2,601	2,653
Volleyball 6th Grade	Athletics	2,500	2,550	2,601	2,653
Basketball 7th Grade	Athletics	3,600	3,672	3,745	3,820
Basketball 8th Grade	Athletics	3,600	3,672	3,745	3,820
Volleyball 7th Grade	Athletics	3,600	3,672	3,745	3,820
Volleyball 8th Grade	Athletics	3,600	3,672	3,745	3,820
Wrestling	Athletics	3,600	3,672	3,745	3,820
Bus - Elementary (AM)	Supervision	900	914	927	941

DESCRIPTION	CLASSIFICATION	FY19	FY20	FY21	FY22
Bus - Elementary (PM)	Supervision	1,800	1,827	1,854	1,882
Bus - Maple (PM)	Supervision	1,800	1,827	1,854	1,882
Detention - Maple	Supervision	1,080	1,096	1,113	1,129
Halls/Doors/Drives - Elementary (AM)	Supervision	900	914	927	941
Halls/Doors/Drives - Elementary (PM)	Supervision	1,800	1,827	1,854	1,882
Halls/Doors/Drives - Maple (AM)	Supervision	1,800	1,827	1,854	1,882
Halls/Doors/Drives - Maple (PM)	Supervision	900	914	927	941
Lunch/Recess - Maple	Supervision	3,600	3,654	3,709	3,764
Elementary Team Leader	Leadership	4,536	4,604	4,673	4,743
Maple Grade Level Leader	Leadership	3,210	3,258	3,307	3,357
Elementary Lab Classroom	Leadership	3,000	3,045	3,091	3,137
Maple Department Chair	Leadership	4,000	4,060	4,121	4,183
Staff Development	Leadership	1,829	1,856	1,884	1,913