

BARRINGTON

CUSD 220 BEA

CONTRACT AGREEMENT

2018-2019 through 2022-2023



**Contract Agreement between the Board of Education of
Barrington Community Unit School District 220
and the
Barrington Education Association, IEA-NEA**

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AGREEMENT

THIS AGREEMENT is entered into this 31st Day of May 2018, by and between the BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT 220 OF LAKE, KANE, COOK AND McHENRY COUNTIES, ILLINOIS (hereinafter referred to as the “Board”) and the BARRINGTON EDUCATION ASSOCIATION, IEA-NEA (hereinafter referred to as the “BEA”).

PREAMBLE

The Board and the BEA recognize that the ultimate aim of public schools is to provide the best education possible for students in the District. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel, and requires staff participation in the consideration of matters defined as negotiable in Article II, Section 2 of this Agreement.

Attainment of educational objectives of the District also requires mutual understanding and cooperation among the Board, the administrative and supervisory teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations leading to the determination of matters defined as negotiable in Article II, Section 2 of this Agreement.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of Teachers and professionally licensed personnel, hereinafter referred to as “Teachers” who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of Teachers, the BEA has endorsed the Uniform Code of Ethics of the Education Profession. (see Appendix A).

ARTICLE I
RECOGNITION

Section 1. BEA Members

The Board of Education of Barrington CUSD 220 recognizes the Barrington Education Association, IEA-NEA as the sole representative for the purposes of collective bargaining, as herein set forth for all full and part-time licensed personnel, physical therapists and occupational therapists, excluding substitute Teachers, the members of the administrative team and other supervisory employees having the authority to hire, transfer, promote, terminate, or make effective recommendations concerning other employees. By August 1st of each school year, the Superintendent or designee will provide the President of the BEA a listing of the administrative team and their positions.

Section 2. BEA Members Defined

Licensed personnel, “staff member” or “Teacher” as used here and elsewhere in this Agreement designates those persons represented by the BEA as provided in this Article. Licensed personnel includes personnel employed in a position for which a professional educator license is required under the School Code.

Section 3. BEA as Sole Bargaining Unit in Negotiations Matters

For the duration of this Agreement, the Board agrees not to negotiate with any Teachers’ organization other than the BEA on matters defined as negotiable in Article II, Section 2, of this Agreement. Further, the Board agrees not to negotiate with any Teacher individually during the duration of this Agreement on matters defined as negotiable in Article II, Section 2, of this Agreement.

Section 4. Negotiations

Each party in any negotiation will select whomever it wishes to represent it in negotiations as its negotiating representative(s), provided that the Board will not select a Teacher as its representative. Negotiations will begin no later than March 15, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties. During negotiations, agreed-upon material will be prepared for the Board and the BEA and signed prior to adjournment of the meeting at which agreement was reached. When the BEA and Board reach tentative agreement on all matters being negotiated, the tentative agreements will be reduced to writing and submitted to the membership of the BEA for ratification and to the Board for official approval. Upon ratification by both parties, the agreements will become a part of this Agreement.

If agreement is not reached on all items within sixty (60) days of the commencement of negotiations, either party may declare an impasse has been reached and call for a mediator. A request for mediation by one (1) party will be considered a joint request for mediation and the other party will join in the request. The Federal Mediation and Conciliation Service will be requested by the parties to appoint one of its mediators. The mediator will meet with the parties or their representatives, or both, forthwith, either jointly or separately, and will take such other steps as the

mediator may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator will not, without the consent of both parties, make findings of fact or recommend terms of settlement. Costs for consultants chosen by either party will be paid by that party. The costs for the mediator will be shared equally by the Board and the BEA.

ARTICLE II

Definition of Responsibilities and Rights

Section 1. Responsibility of the Board

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois; provided, however, that the Board will abide by the terms and conditions of this Agreement.

Section 2. Bargaining in Good Faith

It is the mutual responsibility of the Board and the BEA to meet at reasonable times and negotiate in good faith with respect to a professional negotiations agreement, salaries, fringe benefits, grievance procedures, and all terms and conditions of employment.

Section 3. Tentative Agreements

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

Section 4. Rights

Licensed personnel will have the right to form, join, support, or assist professional representatives of their own choosing and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and other educational standards. Licensed personnel will also have the right to refrain from any of the aforementioned activities.

Section 5. Labor Management Committee

In the interest of fostering a positive relationship, the parties agree to continue the Labor-Management Committee, composed of an equal number of Teachers appointed by the BEA and an equal number of Board members and Administrators. The purpose of the committee is to seek resolution to matters of mutual concern. Each year the committee will discuss the calendar for the upcoming school years. The committee members may invite others to attend their meetings.

The Labor Management committee will review proposed school calendars with a view to making recommendations to the Board at least sixty (60) days prior to adoption by the Board.

Section 6. Comparison School Districts

While no two schools and no two communities are identical, the Board of Education and Barrington Education Association realize that comparisons to other schools and other school districts are inevitable and can serve as a positive evaluation tool. The Board, District Administration, herein after referred to as “Administration,” and BEA agree that to be fair, one single group of schools should be used for all comparisons: staff, academic, financial and other. The Administration supports the recommendation of the following twenty-six (26) Districts as a reference group:

Unit School Districts

- # 95 Lake Zurich
- #203 Naperville
- #300 Dundee
- #205 Elmhurst
- #200 Wheaton-Warrenville

High School Districts with their Elementary Feeder Districts (Two Elementary Districts with largest enrollment).

- #113 Highland Park/Deerfield
 - #109 Deerfield
 - #112 North Shore
- #125 Stevenson
 - # 96 Kildeer
 - #102 Aptakisic-Trips
- #155 Crystal Lake
 - # 26 Cary Community Consolidated
 - # 47 Crystal Lake Community Consolidated
- #203 New Trier
 - # 36 Winnetka
 - # 39 Wilmette

- #211 Palatine
 - # 15 Palatine
 - # 54 Schaumburg

- #214 Arlington Heights
 - # 21 Wheeling
 - # 59 Elk Grove

- #255 Glenbrook
 - # 28 Northbrook
 - # 34 Glenview

ARTICLE III
Professional Qualifications,
Assignments and General Working Conditions

Section 1. Teacher Limitations

No Teacher will be required to teach outside the limits of the Teacher’s license.

Section 2. Pre-K-5 and Middle School Teacher Applicants

In the Pre-K-5 and middle schools, when possible and appropriate, given team-teaching practices, a reasonable effort will be made to send Teacher applicants to the school in which they are most likely to be assigned and thereby have the opportunity to meet and talk with a Teacher(s) with whom they are most likely to work. A similar procedure will be followed as nearly as practicable when school is not in session. This will in no way affect the Board’s final responsibility to select and assign personnel.

Section 3. Notification of Assignment

All Teachers will be given written notice of their assignments or schedules for the forthcoming year as soon as possible, but in no event later than May 15 of each school year. In the event that changes in such assignments or schedules are proposed, a reasonable effort will be made to inform all Teachers affected, including a notice by certified mail if necessary. In no event will changes in Teachers’ assignments be made later than the July 15th preceding commencement of the school year, unless an emergency situation requires otherwise, and the BEA will be so notified in each instance. Further, the Teacher will be allowed to resign if the Teachers’ assignment is changed after July 1st, and if

such change is not acceptable to the Teacher. The BEA will be notified, in writing, of all Teacher assignments at least five (5) days before the beginning of each school term.

Section 4. Assignment to Co-Curricular Positions

Co-curricular positions will be filled on a voluntary basis.

Section 5. Internal Applications and Transfers

Any Teacher completing at least two (2) consecutive years of full-time service in District 220 may apply to another building. Such application will be in writing to the Superintendent or designee. At the request of the Teacher, a denial of a transfer will be explained through a conference with the Superintendent or designee.

Involuntary transfers will not be made for wholly arbitrary and capricious reasons. Prior to making any involuntary transfers, the Administration will make a reasonable effort to affect transfers voluntarily. In the event more than one applicant volunteers for a transfer and the applicants are deemed equally qualified and competent, length of service in the District will control. Transfers that result because of attendance center, pupil organization and/or enrollment changes also will be made pursuant to the provisions of this Section.

Section 6. Job Shares

A tenured Teacher may, at the discretion of the Board, obtain a leave of absence to participate in a District job-sharing arrangement. The leave is restricted to one specific school year and may not be divided between school years. At the Teachers' request, and with Board approval, the leave may be extended to include the following school year. A Teacher in a job-sharing position may return to full-time employment only at the beginning of a school year, provided the Teacher has notified the District in writing of the desire to do so prior to February 1.

The responsibilities of an assignment by two (2) job sharers may be divided according to a plan designed by the job sharers, with the concurrence of their immediate supervisor. This plan will include, but not be limited to, teaching responsibilities, substitution procedures, schedule of work hours and/or days, and attendance at staff meetings, District meetings, parent conferences, and field trips.

Participants in job-sharing positions will be placed appropriately on the Teachers' salary schedule and salaries will be prorated according to the time worked. Employees in job-sharing positions will receive salary step movement at the start of the school year following the accumulation of the equivalency of the one year of full-time service. Participants in job-sharing positions will receive a prorated amount of insurance and leave benefits. Contributions to the Illinois Teachers' Retirement System will be proportionate to the time served and salary earned. During the period of time spent in a job-sharing position, the seniority credit of the Teachers will accrue in proportion to the time worked.

The application and proposed plan for a job-sharing leave must be approved by the immediate supervisor and submitted to the Superintendent or designee by February 1st preceding the school year for which the leave is intended.

Section 7. Parent Complaints Regarding Teacher Conduct

Any complaint or concern communicated by a parent/guardian to Administration regarding Teacher conduct will be brought to the immediate attention of the Teacher involved, unless advised otherwise by law enforcement, DCFS or legal counsel. When deemed appropriate by all parties involved, Teacher-parent, Teacher-parent-administrator, and/or Teacher-Board-parent conferences may be scheduled.

Section 8. Teacher Working Conditions

Teachers will not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.

Section 9. Independent Study

The concept of independent study will be continued. Students approved for independent study and the assignment of Teachers to independent study will be made by the Administration, provided that no Teachers will be required to accept independent study assignments. Evaluation and verification of student achievement will be in accordance with a policy of the Board. All independent study courses at the High School will be for credit and no independent study credit will be granted any student unless:

- a. The Teacher is paid for this extra program;
- b. An outline of the student's responsibility and objectives is submitted to the department chair; and
- c. Records and copies of work completed, testing and other materials indicative of learning are submitted to the department chair.

Teachers assigned independent study will, insofar as possible, meet these students during the defined school day. A Teacher who supervises independent study must have at least one (1) year prior teaching experience in the District. A Teacher who supervises independent study will be paid in accordance with Article XVIII, Section 3.

Section 10. Class Size/Caseload Guidelines

The Board and the BEA share a commitment to excellence in education for the students of this community. The parties agree that K-5 class size for regular and special subject Teachers is an important aspect of an effective educational program and is directly related to the volume of a Teacher's work. The Board will make a special effort (consistent with its community commitment and its total educational effort) to maintain effective class sizes not to exceed twenty-nine (29). The class size/caseload of educational professionals should reflect the nature and intensity of students' special needs. Students with IEPs will be included equally insofar as possible among regular class sections and as appropriate for the students' individual needs. Special education class size and the caseload/workload of special education professionals will be in compliance with state/federal regulations and the District's special education workload plan. In a case in which a Teacher determines in his/her professional judgment that his/her class size may possibly diminish achievement of an excellent educational program, the Teacher will be granted a conference regarding the matter with the special services

team and efforts will be made by all concerned to find an equitable resolution of those situations which merit consideration.

In the event that the pupil contact exceeds twenty-nine (29) students in each subject, the Board will enact one of these two options: (A) Classroom Teachers will be compensated at 1/145th of the Teacher's base salary for every student in excess of twenty-nine (29) enrolled in each subject; or (B) assign a classroom assistant during the time when that subject is taught. However, this provision will not operate to exclude any voluntary experimental education arrangements (e.g., large group instruction, flexible modular scheduling, etc.).

Section 11. Students with Special Needs

For all students receiving special education services, placement staffings and annual reviews will be scheduled within the school day insofar as staff and parents are mutually agreeable. Class coverage will be provided for those Teachers identified by State rules and regulations as needed for the annual review. Prior to the inclusion of a student with an IEP in a regular education classroom, the specific needs of the child and relevant information will be discussed with Teachers (when identifiable and available) in whose classes the student will be included. Teachers are expected to be knowledgeable about included students' needs and provide adaptations as needed.

At the start of each semester, department chairs/principals will receive notification of those students at the 6-12 level who are being included. They will notify and provide appropriate information to the Teachers in whose classes such students are being included. At the start of the school year and/or at the first placement staffing, Teachers at the K-5 level will receive notification of those students to be included into their classes for specials.

Section 12. School Nurse Coverage

The Board will provide a nurse or health aide for each school during the regularly scheduled hours for pupil attendance.

Section 13. School Day for Students

The school day for students will be as follows: High School will be 435 consecutive minutes per day (403 minutes on Wednesday); Middle School will be 415 consecutive minutes per day (385 Minutes on Wednesday); Elementary School will be 400 consecutive minutes per day (370 minutes on Wednesday); Pre-K and Kindergarten will be 150 minutes per AM and PM sessions (120 minutes on Wednesday); and Extended Day Kindergarten will be 340 minutes per day (310 minutes on Wednesdays). The regularly scheduled day for Teachers in the Extended Kindergarten Program will end ten (10) minutes after the end of the regular afternoon kindergarten session. Start and end times will be approved by the Board at the same meeting in which the Board approves the calendar for the upcoming school year. Start times at any school will not be scheduled before 7:00 or end after 4:00. The Board will maintain like start/stop times for schools of the same level (i.e., all elementary schools or all middle schools). The Board agrees to meet with the BEA to

discuss the reasons for the need to vary the start/stop times sixty (60) days prior to the Board meeting in which the calendar for the upcoming school year is approved.

Section 14. Instructional Assignment During Preparation Time

Staff members who forfeit their preparation/break time to accept an instructional assignment which meets less than daily will be paid at the rate of 20% of their per diem for each day of scheduled instruction (e.g., \$300 per day = \$60 per class).

Section 15. Work Year

The work year shall consist of 182 days for employee attendance. One (1) staff development day will be scheduled within the final two (2) weeks of the first Pre-K-5 grading period and one (1) staff development day will be scheduled within the final two (2) weeks of the second Pre-K-5 grading period.

The District reserves the right to add an additional day for employee attendance. This additional day shall be used for staff development and not as a student attendance day. If established, the 183rd day shall be paid per diem.

Section 16. District Orientation Program

New hires will be required to participate in the District orientation program. The program shall not exceed twenty (20) hours at a rate of pay to be determined by the Board. Returning employees may work up to nine (9) hours, with prior approval from their supervisor, at a rate of pay to be determined by the Board.

Section 17. Modification of Teacher Work Day

Any Teacher whose work day is adjusted (scheduled earlier or later) from the normal Teacher work day will be given advance notice and the opportunity to decline such a schedule if a less senior, but qualified, Teacher is available. No work day schedule will be modified by more than sixty (60) minutes unless approved by the BEA. Before any modification of a schedule is made, potential modifications will be discussed with the BEA. If it is determined by the Administration and the BEA that the work day for a position is to be modified, the modified position will be posted in the normal prescribed manner.

Section 18. Teacher Work Day

Pre-K and Elementary: Wednesday is an early release for students. The student day will end thirty (30) minutes earlier than the standard day. The Teacher work day will end up to seventy (70) minutes after the end of the student day.

Middle School: Wednesday is an early release for students. The student day will end thirty (30) minutes earlier than the standard day. The Teacher work day will begin up to seventy (70) minutes before the student day each Wednesday of the month, except one Wednesday per month designated for District-level Professional Development, hereinafter referred to as "PD," meetings. The Wednesday PD schedule, agreed upon by the BEA President and the Assistant Superintendent of

HR, will be published by May 1 of each school year for the following school year. Every effort will be made to schedule the same Wednesday every month. On the District-level PD Wednesday each month, the Teacher workday will start ten (10) minutes before the student day and end up to seventy (70) minutes after the end of the student day. Teachers that do not have a professional development meeting after school on the District-level PD Wednesday may participate in a before school professional development meeting.

High School: The Teacher work day will begin up to seventy (70) minutes before the student day each Wednesday of the month, except one Wednesday per month designated for District-level PD meetings. The Wednesday PD schedule will be published by May 1 of each school year for the following school year. Every effort will be made to schedule the same Wednesday every month. On the District-level PD Wednesday each month, the Teacher workday will start ten (10) minutes before the student day and end up to seventy (70) minutes after the end of the student day. Teachers that do not have a professional development meeting after school on the District-level PD Wednesday may participate in a before school professional development meeting.

Section 19. Evening Activities and Parent/Teacher Conferences

The BEA and the Board recognize the need for, and value of, some evening activities as extensions of the school experience. Staff will be expected to attend the number of evening events at each level as follows:

Pre-K/Elementary: Up to seven (7) evening activities (i.e. conferences, music programs, PTO meetings, Science Night, Back-to-School Night, end of year programs, etc.), with four (4) evening parent/Teacher conferences and compensatory time awarded at the rate of one half day for each night of conferences attended (2 evening conferences = one day compensatory time). No Teacher will be required to schedule more than sixteen (16) parent-Teacher conferences in one (1) conference day, and no more than eight (8) conferences in one-half (1/2) conference day.

Middle School: Up to six (6) (parent/Teacher conferences, Back-to-School Night, 8th Grade Recognition, etc.) with four (4) evening parent/Teacher conferences and compensatory time awarded at the rate of one half day for each night of conferences (two evening conferences = one day compensatory time). If the middle schools follow a traditional conference schedule, no Teacher will be required to schedule more than sixteen (16) parent-Teacher conferences in one (1) conference day, and no more than eight (8) conferences in one-half (1/2) conference day.

High School: Up to two (2) (Back-To-School, Parent/Teacher conferences, etc.), with one (1) day compensatory time for each evening conference attended.

An additional evening meeting may be added at the high school level if agreed upon by a committee composed of the Principal, one (1) Assistant/Associate Principal, two (2) Department Chairs, two (2) high school members from the BEA Executive Board, and three (3) high school BEA representatives. The Superintendent or designee will appoint the

administrators and department chairs; the BEA President will appoint its Executive Board members and BEA high school representatives. In making its decision(s), the committee will use a consensus decisional model. In the event the Committee cannot reach consensus, a mutually selected mediator will be used to assist the Committee in reaching consensus.

Teachers asked to attend more than the number of required evening activities at each level will be paid at the rate of Twenty-Five Dollars (\$25.00) per hour. Elementary music Teachers will not need to attend the evening parent-Teacher conferences in lieu of directing evening musical programs.

Section 20. Parent Visitors to Classrooms

The BEA and the Board recognize that there will be times when parents/guardians may wish to spend time in the classroom observing their child or the school program. In an attempt to minimize disruption to the classroom, and to provide greater safety, any such visits should be subject to the Board Policy and should include the Teacher being provided advance notice of such visits.

Section 21. Retirement: Occupational Therapists and Physical Therapists

The Board will pick up and pay out of the O.T./P.T.'s earned compensation his/her contribution to the Illinois Municipal Retirement Fund (IMRF). Contributions so picked up will be treated as employer contributions in determining tax treatment under the internal revenue code.

Section 22. Non-Tenured (Probationary) Teacher Dismissal

Non-tenured Teachers will be entitled to fair treatment with respect to a dismissal that is non-evaluative in nature. All dismissals/non-renewals will follow requirements of Section 24-11 of the Illinois School Code.

No final action will be taken prior to a fair investigation and until the Teacher has had an opportunity to have a meeting with his/her supervisor to review all allegations of inappropriate or improper behavior. The employee may be accompanied at such meeting by a BEA representative. A Teacher may appeal his/her dismissal to the Superintendent or designee and may be accompanied at such meeting by a BEA representative. If the Teacher is not satisfied with the decision of the Superintendent, he/she may appeal the decision to the Board of Education and may be accompanied at such hearing by an Association representative. Dismissal of a probationary (non-tenured) Teacher under this section is not subject to the grievance procedure. This section does not apply to non-renewals under Section 24-11 of the Illinois School Code. Non-renewals do not require notification in writing other than as provided by the Illinois School Code.

Section 23. Multi Tiered System of Support (MTSS/RtI)

To the extent that Multi Tiered System of Support (MTSS) and Response to Intervention (RtI), hereinafter referred to as "MTSS/RtI" exists in law and to the extent that MTSS/RtI does not prohibit the following provisions, the district agrees to the following:

1. MTSS/RtI shall follow the mandates and timelines outlined by the Illinois State Board of Education. The District will continue to work in collaboration with the BEA in the ongoing implementation of MTSS/RtI.
2. The District will provide two (2) half days per year as part of the existing institute/in-service days, for the purpose of data analysis, curriculum development, and development of instructional strategies as they relate to MTSS/RtI.
3. Stipends will be provided for Teachers assuming facilitative responsibilities connected to the MTSS/RtI process which are beyond the normal scope of his/her teaching assignment.
4. The District agrees to provide District Flex Pay/Dollars to Teachers for related MTSS/RtI research and development activities which meet the District criteria for Flex Pay.

Section 24. Personnel Out-Sourcing

Although it is the intent of the District to replace licensed Teachers with licensed Teachers, the Board will notify and consult with the BEA before contracting out services.

ARTICLE IV **Teaching Conditions – Pre-K**

Section 1. Before School and After School Workday Requirements

The regularly scheduled day for Pre-K licensed Teachers members will be ten (10) minutes before the start of the student day and ten (10) minutes after the student day. Additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. On Fridays and days before holidays, the Pre-K Teachers day will end immediately after the close of the student day and the students have been placed in their buses.

Section 2. Preparation Time

Each Pre-K Teacher will have the equivalent per week of fifty (50) minutes per day, but not less than twenty-five (25) minutes per day for preparation/break time exclusive of lunch, travel time, and time before and after school. There is no current intent to change the amount of planning time that Teachers have at the signing of this contract.

Section 3. Teacher Lunch Period

Each Teacher in Pre-K will have a duty-free lunch period scheduled between 10:45 a.m. and 1:30 p.m.

Section 4. Home Visits

A Teacher will not be required to schedule more than four (4) home visits in one (1) day or two (2) home visits in a half day.

Section 5. Requisitions for Instructional Materials

Prior to the end of the school year, each Pre-K Teacher will be given the opportunity to submit requisitions for instructional materials and supplies for the following school year.

Section 6. Special Education Teacher Release Time

In Pre-K each special education classroom Teacher will be given the equivalent of two (2) days per school year for released time from classroom duties to be used for staffings, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 7. Special Services Assignments

When developing the assignments of the special education services staff, the principal will seek input from the Teachers regarding student contacts, evaluations and therapy time prior to finalizing the schedules.

Section 8. Records Days

The Board shall continue to provide two (2) half (1/2) days (one half day from each of the staff development days) for the first two (2) grading periods as records half-days for Pre-K Teachers. For the third grading period, time will be provided on the Wednesday prior to the date when grades are due. This time will be in lieu of after school professional development time. If additional non-student days are added to the calendar, each additional day will be divided so that one-half (1/2) of each day is assigned as records time.

ARTICLE V **Teaching Conditions – K-5**

Section 1. Before School and After School Workday Requirements

The regularly scheduled Teacher day will be ten (10) minutes before the start of the student day and ten (10) minutes after the student day; additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. On Fridays and days before holidays, the Teacher day will end immediately after the close of the pupil day. Any complaint that there has been a violation of this provision will be processed only through Article XVI of this Agreement. Difficulties in the time of required meetings will be brought to Labor Management.

Students will be allowed to enter their classrooms five (5) minutes prior to the beginning of the instructional day in order for students to be ready for instruction. Each school's Building Council will annually assess the progress of implementation of this expectation and address any problems or concerns which may arise. Issues remaining unresolved by the relevant Building Council will be referred to the Labor Management Committee for resolution.

Section 2. Supporting Student Behavior

The BEA will encourage its membership to cooperate fully with the Administration to participate in the control of student behavior during Teachers' presence in the school building. Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all Teachers are responsible at all times for the maintenance of discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Supervise lunchrooms;
- e. Bus duty.

Section 3. Preparation Time

Each K-5 Teacher will have the equivalent per week of fifty (50) minutes per day, but not less than twenty-five (25) minutes per day for preparation/break time exclusive of lunch, travel time, and time before and after school. Each K-5 Teacher may use for preparation/break time all time during which pupils are receiving instruction from teaching specialists, except the classroom Teachers will be responsible for escorting pupils to and from their teaching specialists. There is no current intent to change the amount of planning time that Teachers have at the signing of this contract.

Section 4. Teacher Lunch Period

Each Teacher in K-5 will have a duty-free lunch period scheduled between 10:45 a.m. and 1:30 p.m.

Section 5. Specialist Schedules

Insofar as possible, K-5 Specialist Teacher schedules will be equitable in terms of pupil contacts, teaching time, and preparation/break time. Specialist Teachers will have the average equivalent per week of fifty (50) minutes per day for preparation/break time, exclusive of travel and time before and after school. In calculation of preparation/break time, no schedule block of less than ten (10) minutes will be used.

Full-time, K-5 Teaching Specialist assigned instructional time exceeding 1470 minutes will be paid a prorated portion of their regular salary for such excess minutes. A part-time K-5 Specialist Teacher's salary will be determined by the ratio of their assigned instruction and travel time to 1470 minutes. If a K-5 Teaching Specialist is assigned an instructional period with two (2) classes, twenty-five (25) minutes will be added to his/her assigned instructional time for these purposes.

Section 6. Break Period

Insofar as possible, given scheduling necessities and the need to maintain reasonable efficiency of operation, the administration will make every reasonable effort to provide K-5 Teachers a break period of reasonable duration

(approximately fifteen minutes) in both the morning and afternoon without significantly altering the present program of classroom assistant deployment and utilization. This time is not to be granted in addition to any other period of released time out of the classroom in any given half-day.

Section 7. Requisitions for Instructional Materials

Prior to the end of the school year, each K-5 Teacher will be given the opportunity to submit requisitions for instructional materials and supplies for the following school year.

Section 8. Special Education Teacher Release Time

In K-5 each special education classroom Teacher will be given the equivalent of one (1) day each semester for released time from classroom duties to be used for staffings, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 9. Specialist Assignments

Art, vocal music and physical education Teachers employed before the 1991-92 school year hereafter will not be assigned to more than two (2) buildings.

Section 10. Records Days

The Board shall continue to provide two (2) half (1/2) days (one half day from each of the staff development days) for the first two (2) grading periods as records half-days for K-5 Teachers. For the third grading period, time will be provided on the Wednesday prior to the date when grades are due. This time will be in lieu of after school professional development time. If additional non-student days are added to the calendar, each additional day will be divided so that one-half (1/2) of each day is assigned as records time.

ARTICLE VI **Teaching Conditions – Middle Schools**

Section 1. Before School and After School Workday Requirements

The regularly scheduled Teacher day will be ten (10) minutes before the start of the pupil day and five (5) minutes after the end of the pupil day; additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. On Fridays and days before holidays, the Teacher day will end immediately after the close of the pupil day. Any complaint that there has been a violation of this provision will be processed only through Article XVI of this Agreement. Difficulties in the time of required meetings will be brought to Labor Management.

Section 2. Supporting Student Behavior

The BEA will encourage its membership to cooperate fully with the Administration to participate in the control of student behavior during Teachers' presence in the school building. Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all Teachers are responsible at all times for the maintenance of discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Supervise lunchrooms;
- e. Bus duty.

Section 3. Preparation Time

Each Teacher assigned to the Middle School will have at least one (1) preparation period equivalent to a class period each day.

Section 4. Teacher Lunch Period

Each Teacher at the middle schools will have a duty-free lunch period. Insofar as possible, these will be scheduled between 10:40 a.m. and 1:10 p.m. However, no Teacher will be scheduled for a lunch period that begins earlier than 10:30 a.m. or ends later than 1:40 p.m.

Section 5. Evening Conferences

The BEA and the Board of Education view parent conferences to be an integral part of the school experience. The practice of evening conferences will be continued as an accommodation to working parents in the community. Teachers will receive equivalent compensation time for each half (1/2) day of evening conferences.

Section 6. Development of the Master Schedule

After consultation with the Building Council and Team Council, the principal will develop the master schedule for the subsequent school year.

Section 7. Teacher Schedules

Insofar as possible, Middle School Teachers will not be assigned to more than three (3) consecutive instructional periods in any school day.

Section 8. Special Education Teacher Release Time

Each special classroom Teacher will be given the equivalent of one (1) day each semester for released time from classroom duties to be used for staffing, parent contact, individualized educational planning and other work necessary to the special education classroom.

Section 9. Colt Time

Colt Time will replace the Advisory period. The Colt Time Program provides an opportunity for support and/or enrichment of students during the school day during the Colt Time period. These activities are based on the Teacher's knowledge of the needs and wants of their students. This may include, but is not limited to:

- Academic support and/or enrichment;
- Social-emotional development;
- Recreational activities;
- Schoolwide business (e.g., bus drills, safety drills, executive functioning activities, technology orientation, District surveys).

All full-time middle school Teachers will be assigned five (5) instructional periods and one (1) Colt Time period. Physical education Teachers may be assigned six (6) instructional periods, but no Colt Time period. Part-time middle school Teachers may be assigned a Colt Time period commensurate with their part-time status (e.g., a .2 FTE may be assigned one (1) Colt Time period per week).

Section 10. Specialist Assignments

Art, vocal music and physical education Teachers employed before the 1991-92 school year hereafter will not be assigned to more than two (2) buildings. Any Teacher assigned to two (2) or more buildings in one (1) day will not be given an advisory class to compensate for their travel time.

Section 11. Team Leaders

The position of team leader in the Middle Schools will be posted. The primary purpose of the team leader is to facilitate communication among the team members, the team council and the Administration. Each team may have a leader who is selected by the principal after consultation with the team. Administration will encourage tenured Teachers to apply and make every effort to rotate the position of team leader every two (2) years.

Section 12. Colt Time Committee

A joint middle school Colt Time Committee of ten (10) members will be formed. This shall include the administrator and middle school BEA Vice President. Committee members are jointly selected and agreed upon by each

middle school administrator and middle school BEA Vice President. The Committee will serve to facilitate the equivalent Colt Time implementation at each school. In the event of a 3rd middle school, the committee will be expanded as necessary. The Colt Time Committee will meet at least two (2) times each year and as necessary as need determines. The 1st meeting must be scheduled by the end of the 1st quarter. Minutes from the Committee will be shared with middle school staff and the BEA President.

Section 13. Colt Time Sections

Sections for Colt Time shall vary in size in relation to the activity structured. The Colt Time Committee shall determine each year the group size limits for Colt Time activities.

ARTICLE VII **Teaching Conditions – High School**

Section 1. Teacher Workday

The Teacher work day will consist of no more than 447 consecutive minutes (no more than 473 minutes on all except one Wednesday per month, designated for District-level PD meetings) including thirty-five (35) minutes prior to the start of the student day on Monday, Tuesday, Thursday, and Friday.

The thirty-five (35) minute period, including a five (5) minute transition, prior to the start of the student day shall have the purpose of maintaining office hours for assisting students and completing Teacher determined professional duties. The Wednesday PD schedule will be published by May 1 of each school year for the following school year. Every effort will be made to schedule the same Wednesday every month. On Wednesdays, except for the one Wednesday of each month designated as District-level PD, the Teacher work day will begin up to seventy (70) minutes prior to the beginning of the student day. Up to sixty-five (65) minutes of this time will be dedicated to District-directed professional development and staff meeting time. On the designated District-level PD Wednesday the work day will begin ten (10) minutes prior to the student day and there shall be up to seventy (70) minutes of professional development after the student day ends.

Extended Work Day - Based on student course selection, there may be a need to offer courses prior to and after the standard student day. Only Teachers who volunteer for early or late period classes will be required to teach these classes. The work day for early and late period course Teachers will be no more than 447 consecutive minutes in length. Early and late courses will only meet on Monday, Tuesday, Thursday, and Friday. Early and late period courses count as one (1) of a full time Teacher's five (5) teaching assignments. Consecutive minutes cannot be waived without Teacher approval.

Teacher Responsibilities and Supervisory Assignments -Additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the student day. Difficulties in the time of required meetings will be brought to Labor Management. As a maximum, a Teacher will have no more than five (5) teaching assignments and one (1) additional period of student and/or building supervision daily, with the exception of traveling Teachers, full-time

drivers' education Teachers, advisor coordinators, special education Teachers and EL Teachers, without a planning and an open period. Such supervision includes corridors, study halls, resource centers, open labs, Advisory Program responsibilities and common areas. The BEA will waive the five (5) class provision for Teachers in the Driver's Education Department. However, no driver's education instructor will be assigned more than six (6) classes in substitution for the supervisory assignment as provided in this Section. Every Teacher will have the equivalent of one (1) period of preparation time daily.

Volunteers will be sought first for the staffing of positions in the lunchroom during lunch periods which are to be covered by Teachers during their duty free lunch period. Teachers may so relinquish their preparation period for supervisory purposes in the lunchroom. In the event sufficient seventh period volunteers should not be forthcoming to staff lunch supervision positions, volunteers will be sought for the staffing of such positions by Teachers as their sixth period student and/or building supervision assignment. In the event sufficient volunteers are still not forthcoming Teachers will be assigned such duty on a rotational basis to be performed as their sixth period student and/or building supervision assignment. Teachers performing lunch supervision on either a voluntary or assigned basis will be paid in accordance with Article XVIII, Section 3.

Teachers to be accepted as volunteers or otherwise utilized for any student and/or building supervisory assignment must be acceptable to the Administration in terms of the needs and requirements of any such assignment. Judgment under this paragraph will not be made in an arbitrary or capricious manner.

Section 2. Advisory Program. See Appendix C - High School Advisory Letter of Understanding (LOU)

The purpose of this program is to provide freshmen students with an adult in the high school to whom they can turn for advice and to provide more individualized services to students. The High School Advisory Program, which was piloted for the 2003-2004 school year, will be implemented as follows:

A. Membership

1. Teachers have the opportunity to volunteer to be an advisor to freshmen students in lieu of a sixth period assignment. Teachers who are not advisors will be assigned to study hall, hall supervision, resource center or open lab.
2. Teachers who opt to be advisors will have a duty-free lunch during student lunch periods. Any Teacher with only one (1) free period during the lunch periods may waive his or her duty-free lunch in order to be an advisor.
3. There will be an Advisor Coordinator and a Mentor Program Coordinator to facilitate the advisory and activity programs. These positions are listed on the District Stipend Report.

B. Session Frequency/Activities

The Advisory Program will meet as follows:

Freshmen: Freshmen advisory will meet for one (1) day during the week prior to the start of the school year. Freshmen advisory will meet four (4) days a week for twenty (20) minutes during the students' lunch period for the first and second quarters; two (2) days a week in the 3rd quarter; and one (1) day per week in the 4th quarter. Advisors will have an opportunity to select two (2) mentors to assist them with their students. Advisors will be provided a handbook of activities, including study skills, developed by an Activity/Advisory Committee composed of the two (2) coordinators, an Associate Principal and one (1) freshmen representative advisor. Upon the approval of the respective Building Council, the details of this practice may be subject to modification as needed to benefit students, provided the contact time above is maintained.

Sophomores, Juniors and Seniors: Sophomore, junior and senior students will participate in class advisories covering guidance related information and such other activities as determined by an Activity Steering Committee composed of sophomore, junior and senior class sponsors, an Associate Principal, the College Counselors, guidance personnel and the Activity Program Coordinator. The actual number and times of these meetings will be determined by the Activity-Advisory committee composed of the two (2) coordinators, an Associate Principal, and one (1) sophomore, junior or senior class sponsor.

Emergency/Special Meetings: In the event of an emergency or special situation that would affect the whole school, additional advisory-activity meetings may be scheduled. Additional meetings may be scheduled by a committee including the two (2) coordinators, an Associate Principal and one (1) freshmen representative advisor.

Building Supervisors: The responsibility for building supervision is shared between BEA representatives and the Supervisory Team. Staff members recognize their responsibility to maintain order in the high school. During the times of special need, such as the first week of school or periods of student unrest, Teachers may be required to supervise the halls. The need for such requirements will be determined by the Administrative Team.

Section 3. Sixth Period Assignments and Supporting Student Behavior

The BEA recognizes and is fully cognizant of the need of the District for more supervisory assignments (lunchroom and corridor supervision, etc.) to be staffed by fully licensed Teachers, exercising their vital image of authority and respect in this crucial role. Toward this end, the BEA and all its officers and representatives agree to assist and cooperate with the Board and Administration in every possible way in staffing these important supervisory assignments with regular classroom Teachers. Teachers have the opportunity to volunteer to be a supervisor for the resource centers as a sixth period assignment. If there are not enough volunteers to staff the resource center positions, department chairs, in collaboration with their department members and the building Administration, will fill them. If Teachers are involuntarily placed, there will be an attempt to ensure a rotation that takes into account the interests of the Teachers. This provision is not subject to the final step of arbitration in the grievance procedure.

The BEA will encourage its membership to cooperate fully with the Administration to participate in the control and conduct of student behavior during Teachers presence in the school building.

Teachers will not be required to do any of the following as an assigned duty, but the parties recognize that all Teachers are responsible at all times for the maintenance of discipline and order on the school premises and in their presence at school events:

- a. Take or sell tickets at school events;
- b. Supervise school events;
- c. Chaperone dances or other school events;
- d. Patrol washrooms or parking lots.

Section 4. Staff Meetings and Teacher Lunch Period

Staff meetings, insofar as possible, will be scheduled within the school day. The lunch period for all Teachers will be scheduled during the student lunch periods. Teachers may leave the building during the lunch period at their option.

Section 5. Teacher Schedules

No Teacher will have more than three (3) consecutive teaching assignments and no Teacher will have more than four (4) consecutive periods of teaching class, resource center or open lab assignments.

Section 6. Office Periods

Office hour periods will be scheduled in a reasonably quiet and private area to the extent possible.

Section 7. Pupil-Teacher Contacts

The maximum number of pupil-Teacher contacts per day for any Teacher, exclusive of music, physical education, and driver's education, is one hundred fifty (150). However, this provision will not operate to exclude any experimental education arrangements (e.g. large group instruction, flexible modular scheduling. etc.).

Section 8. Work Load

Where the nature of the subject is such that the work in that area (e.g., grading, preparation) is such as to create an inequitable load, the principal will give consideration to a reduction of the involved Teachers' Teacher-pupil load.

Section 9. Traveling Teachers

Any Teacher assigned to two (2) or more buildings in one (1) day will not be given a sixth assignment to compensate for his/her travel time.

Section 10. Special Education Caseload

Special education case managers at the high school who teach less than four (4) co-taught or instructional classes will have no more than twenty-six (26) students on their caseload. Those who teach four (4) or more instructional classes will have no more than twenty-six (26) students on their program list caseload. Special Education Teachers of low incidence populations will be exempt from these limits.

ARTICLE VIII **Reduction in Force**

Section 1. Reduction in Force

Reduction in Force shall be conducted pursuant to the Illinois School Code.

Section 2. Seniority

Seniority will be defined as years of continuous service in the District. Years of service will continue to accrue during paid leave and military service that occurs after employment in the District. With the exception of the aforementioned military service, non-paid leave will not be included in the years of service counted in determining seniority. Years of service as part-time Teachers will be counted in tenths whether such service is full-time for part of the school year or part-time for all of the school year, or any combination thereof. The District will provide a seniority list by February 1st.

Section 3. Reduction in Force for Teachers with the Same Level of Seniority

Reduction in Force shall be conducted pursuant to the Illinois School Code. In the event two or more Teachers are at the same level of seniority, seniority for Reduction in Force purposes will be determined in the following manner for one or more Teachers having the same seniority:

1. By Board approved hire date
2. By highest degree earned (Doctorate, Masters of Fine Arts, Masters, Bachelors) and on record with the District prior to November 1st of that school year
3. By the highest number of university-issued graduate hours beyond their degree counted in step two and on record with the District prior to November 1st of that school year.
4. By National Board certification (earned prior to November 1st of that school year)
5. By the highest number of issued 220 Board credits on record with the District prior to November 1st of that school year.

ARTICLE IX
Supervisory Process

Supervisory Process (Supervision and Evaluation Procedures): The supervisory process will be implemented as developed by the Supervisory Process Task Force. This committee will be comprised of equal numbers of the BEA and Administration. With the implementation of any new supervisory process, there will be ongoing training for Teachers and their supervisors. The Supervisory Task Force Committee will be the decision-making entity, with Board approval, regarding implementation of the evaluation process.

NOTE: In Article IX, the use of the term supervisor refers to the persons responsible for the supervisory process. The supervisor will be a current employee.

Section 1. Supervisor/Evaluator

The supervisor, designated by the Superintendent or designee, in charge of Teacher supervision, will be responsible for the administration of the supervisory process, which includes the supervision and evaluation phases.

Section 2. Formal Observations and Evaluation Tools/Instruments

All formal observations of the teaching and learning performance of a Teacher will be conducted openly and with the full knowledge of the Teacher. The designated supervisor will orient all Teachers under his/her supervision to the supervisory process and tools/instruments during the first six weeks of their employment, and advise the Teachers as to who will observe and evaluate their performance. No formal observation of teaching and learning performance will take place until such orientation has been completed. The notice of supervisory process, tools/instruments and the designated evaluator shall comply with the requirements of the Illinois School Code.

Section 3. Teacher Response to Observation Tool

In the event the Teacher desires, the Teacher may prepare a written supplement to the observation tool and have same attached to the observation tool to be placed in the Teachers' Central Office personnel file.

Section 4. Teacher Performance Documents

All information concerning the performance of a Teacher in the Teachers' assigned duties which is set forth in a written document by the Teachers' supervisor for inclusion in his/her personnel file will be dated, signed and forwarded to the District office within fifteen (15) days of the writing of the document.

Section 5. Content in Summative Evaluation

The summative evaluation will contain no information not previously made known to the Teacher, save for events which transpired between the last formal observation of teaching and learning performance and the rendering of the summative evaluation.

Section 6. Remediation Plan

The Administration will develop a remediation plan for tenured Teachers receiving an unsatisfactory rating. Prior to implementation of the plan, the Administration shall solicit input of the Teacher and consulting Teacher.

Section 7. Remediation Plan and BEA Representation and Notification

If requested by the employee, a BEA representative may observe at the conference at which an “unsatisfactory” rating is delivered. A copy of the remediation plan will be provided to the President of the BEA.

Section 8. Tenured Teacher Evaluation Phase

Every tenured Teacher will participate in the evaluation phase at least once every two (2) years.

Section 9. Tenured Teacher Dismissal

Tenured Teachers’ dismissals will be handled through the applicable State statutory provisions.

ARTICLE X **Academic Freedom**

Section 1. Acknowledgement of Academic Freedom

Teachers will have academic freedom in the District. To guarantee this protection, the Board, Administration and the BEA acknowledge their separate responsibilities.

Section 2. Definition of Academic Freedom

Through the adoption of policies, the Board must create an atmosphere in which students are free to learn and Teachers are free to teach. In particular, the Board agrees that it has a responsibility within the school to take reasonable measure to protect Teachers, the educational process, and students from disruption by any individual or groups. The Board also agrees that decision-making in the schools, if it is to be responsive to the needs of all the students of the District, must be removed from biased political constraints. The Board further agrees that the professional staff, including the Administration, by reason of its training and experience, has the right and responsibility to play a major role in the

establishment of curriculum and in the selection of the instructional materials supportive thereof, subject to the Board's final legal responsibility in these matters.

Section 3. Role of Administration

The Administration agrees to develop through the Labor Management Committee procedures supportive of Board policy. In particular, the Administration will develop procedures for the establishment of curricula, the adoption of methodology, the disposition of complaints, and the manner of communication between the community and the teaching staff.

Section 4. Professionalism in Teaching

The BEA agrees that only the highest standards of scholarship and methodology are appropriate as guides in establishing what will be included in the curriculum, how it will be taught and what materials will be used. The BEA also agrees that Teachers will present facts of controversial issues in a scholarly and objective manner. The BEA further agrees that it is inappropriate for any Teacher to use the classroom as a forum for the promulgation of partisanship, whether it is political, moral, religious, social or economic.

Section 5. Teacher Expression of Opinion

Whenever a Teacher expresses the Teachers' own view on a subject under discussion, it will be made clear to the students that the Teacher is expressing only the Teachers' own opinion.

Section 6. Teacher Violation of Right to Academic Freedom

Whenever it is alleged that a Teacher has abused the right to academic freedom, the Board and the Administration will notify both the BEA and the Teacher, and inform them of the specific charges reasonably in advance of any hearing or other action taken.

ARTICLE XI **Building Councils**

Section 1. Building Council Membership and Meetings

Each building will have a Building Council. Pre-K, Elementary Schools and Middle Schools Building Council will be composed of the building principal, one (1) Teacher representative for every twelve (12) Teachers or the major portion thereof, and the BEA building representative(s). The High School Building Council will be composed of the building principal, two (2) Assistant/Associate principals, one (1) department chair, two (2) BEA building representatives and two (2) Teachers.

Each Building Council will meet as necessary to study and discuss subjects of concern to the Building Council members and to study and discuss subjects assigned to it by the Labor-Management Committee. The agenda for each Building Council meeting will be prepared by the BEA building representative(s) in cooperation with the principal.

ARTICLE XII
Promotional Positions

Section 1. Procedures for Filling Promotional Positions

All promotional positions, except the position of Superintendent, will be filled pursuant to the following procedures:

- a. Such vacancies will be adequately publicized, which will mean, as a minimum, that a notice will be posted on the District's web site (www.barrington220.org) and via the e-mail system to all licensed staff clearly setting forth a description of, and the qualifications for, the position and including the duties and salary.
- b. Such notices will be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date, when applications must be submitted and in no event less than two (2) weeks before such date unless emergency conditions preclude such notice. In the event of an emergency, two (2) days' notice to the President of the BEA will be sufficient.
- c. Teachers who desire to apply for such vacancies will submit their applications in the online application system within the time limit specified in the notice.
- d. Such vacancies will be filled on the basis of qualifications for the vacant post; provided, however, that where two (2) or more applicants are equally qualified, seniority in the District will control; and provided further that the Board's determination with respect to qualifications will not be subject to the grievance procedure.
- e. Teachers who submit applications will be guaranteed an interview if they meet the requirements for licensure and the criteria for the vacant position as established by the Board. Prior to written notification of the Superintendent's or designee's disposition of the application, the applicant will be informed of said disposition in a conference with the Superintendent or designee, if requested by the Teacher and if the Teacher is available.
- f. Promotional positions are defined as follows: Positions paying a salary differential, in addition to the basic salary schedule exclusive of extra-duty pay, and/or positions on the administrative-supervisory level requiring a teaching license.
- g. All appointments to the aforesaid vacancies and openings will be non-discriminatory in accordance with federal, state and local laws.

ARTICLE XIII
BEA Rights

Section 1. BEA Representation and Investigation Procedures and BEA Release Time

It is understood and agreed that every effort will be made by the parties to conduct negotiations and the discussion of grievances outside the regularly scheduled school day. However, should it ever become necessary for a Teacher to participate during working hours in mutually scheduled conferences, meetings or negotiations, the Teacher will suffer no loss of pay or time allotted for sickness or personal leave. BEA grievance representatives will be able to conduct grievance investigations during the regularly scheduled school day so long as such investigations do not interfere with the regularly scheduled duties.

The President of the BEA will have a .6 release time to conduct BEA business and the BEA will reimburse the District at a rate of 11.5% of the top cell of the salary schedule for this release time.

In the event that the BEA desires to send representatives to local, state or national conferences or on other business pertinent to the BEA, these representatives will be excused without loss of salary for an aggregate number of days not to exceed twenty-five (25) during each school year; provided that the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent for his/her approval; and provided further that the BEA will reimburse the District for the cost of any substitution required by such absences. A Teacher elected to serve as an officer in the IEA or NEA will be entitled a leave for such purposes. The need and number of days will be identified by the BEA and submitted to the Superintendent for his/her review and approval. The IEA-NEA will reimburse the District for the cost of any necessary substitute for those classes assigned to the elected officer.

Section 2. BEA Communication and Meetings

The BEA will have the right to post official notices in each department office and faculty lounge. At least one (1) bulletin board will be provided in each school building for the purpose of posting official announcements of the BEA. The BEA will have the right to use the District's mail service and Teacher mailboxes for a reasonable volume of official BEA communications to Teachers. Any material posted or mailed by the BEA will be signed by an authorized BEA representative.

The BEA and its representatives will have the right to use school buildings for general meetings after the regularly scheduled student day, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

Section 3. BEA Use of School Facilities and Equipment

Duly authorized representatives of the BEA will have the right to meet and transact official BEA business on school property at all reasonable times, provided that this will not interfere with or interrupt normal school operations or the regularly scheduled duties of any Teacher.

The BEA will have the right to use school facilities and equipment with the permission of the Superintendent or designee, which permission will not be unreasonably withheld.

Section 4. Vending Machine Proceeds

The proceeds from all vending machines installed in Teachers' lounges and lunchroom areas will be retained by each building and used as designed by each Building Council.

Section 5. District Financial Information

The BEA will be furnished on request all regularly and routinely prepared information concerning the financial condition of the District, including the annual financial statement, adopted budget, Board minutes and Board agendas. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to the negotiations and the Administration of the Agreement. Nothing herein will require the central Administration staff to research and assemble information.

Section 6. Membership in the BEA and Fair Share

Each Teacher will, as a condition of employment, on or before thirty (30) days from the date of employment join the BEA or pay a fair share fee to the BEA equivalent to the amount of dues uniformly required of members of the BEA, including local, state and national dues. In the event such a Teacher does not pay the fair share fee directly to the BEA by a certain date established by the BEA, the Board will deduct the fair share fee from the salary of that Teacher. A bargaining unit member objecting to fair share payments based on bona fide religious beliefs which prohibit payment of fair share fees may make arrangements to pay an equal amount to a non-religious charitable organization agreed upon between the objecting Teacher and the BEA. The BEA also will advise all Teachers of the rebate procedures established by the BEA/IEA/NEA.

The BEA also agrees to comply with the Illinois Labor Relations Board's rules concerning fair share agreements. In the event of any legal action against the Board brought in a court or before an administrative agency because of its compliance with this Section, the BEA agrees to defend such action, at its own expense and through its own counsel, provided the Board gives immediate notice of such action in writing to the BEA, permits the BEA intervention as a party if it so desires, and gives full and complete cooperation to the BEA and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The BEA agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with

this Section. It is expressly understood that this save-harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Section.

Section 7. Salary Deductions for BEA Dues

Salary deductions for BEA dues will be made on the fifteenth and last day of each month for nineteen (19) pay cycles beginning with the September 30 paycheck and ending with the June 30 paycheck. The Board will not be required to honor any month's authorizations for deductions that are delivered to the Business Office later than the first of the month prior to the distribution of the payroll from which the deductions are to be made.

The BEA will provide the Business Office with a list of members along with the dues amount owed no later than September 15. The BEA will communicate to members hired after September 15 that dues will be deducted from the number of payroll checks issued prior to June 30.

No later than September 30 of each school year, Human Resources will provide the BEA with a list of those employees who have voluntarily authorized the Board to deduct dues for the BEA. Human Resources will notify the BEA monthly of any changes in said list. Any Teacher desiring to have the Board discontinue deductions the Teacher has previously authorized must notify the Board and the BEA in writing by September 15 of any year.

If a Teacher resigns from the employment of the District prior to termination of the effective period of the then current authorization, the Business Office will deduct the unpaid portion for the last month of employment of such authorization from the Teachers' final paycheck.

Section 8. BEA Representation on District Committees

Staff participation in the decision-making process of the District shall be encouraged. The Superintendent is authorized to establish committees to facilitate this as he/she deems appropriate. BEA representation will be requested to serve on all District Committees. The BEA President will be notified in writing when committees are formed.

ARTICLE XIV **Individual Personnel Folders**

Section 1. Personnel File

Only one official, Central Office personnel file may be maintained. All materials placed in the Teachers' official Central Office personnel file will be available to the Teacher at the Teachers' request for inspection, except for materials exempt from disclosure under the Illinois Personnel Records Act.

Section 2. Teacher Right to Notice of Material in Personnel File

Material which is derogatory to a Teachers' conduct, service, character or personality will not be placed in the Teachers' Central Office personnel file unless the Teacher has received a copy and had an opportunity to read the

material. The Teacher will have the right to answer any material filed, and the Teachers' answer will be placed into the personnel file.

ARTICLE XV
Non-Discrimination Clause

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any Teacher, or the lack of, will be grounds for any discipline or discrimination with respect to the professional employment of such Teacher, provided such religious and political activities are conducted outside of the Teachers' established duty hours, and provided such activities do not result in a criminal conviction. The private and personal life of any Teacher is not within the appropriate concern or attention of the Board, unless such has a clearly deleterious impact on the discharge of the Teachers' professional duties for the District.

ARTICLE XVI
Grievance Procedure

Section 1. Grievance

A grievance is any claim by the BEA or a Teacher that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

Section 2. Grievance Time Limits

All time limits herein will consist of school days, except that when a grievance is submitted on or after June 1st, time limits will consist of all week days so that the matter may be resolved before the close of the school year or as soon as possible thereafter. Time limits may be extended only with the written consent of the Administration and the BEA.

Section 3. Grievance Procedure

The Grievance Procedure will be as follows:

Step 1: An employee and the employee's principal or immediate supervisor should first attempt to resolve a grievance problem through free and informal communications. When requested by either party, the BEA representative may intervene to assist in this resolution. Should such informal processes fail to satisfy the supervisor and/or Teacher, then a grievance may be processed as follows:

Step 2: If the grievance is not resolved in the initial meeting, the employee must present the grievance in writing within fifteen (15) days after the occurrence of the event giving rise to the grievance. This written grievance is to be presented to the principal who will arrange a meeting within ten (10) days. The BEA's representative, the principal and the grievant will be present for the meeting. The principal will provide the grievant with a written answer on the grievance within ten (10) days. Such answer will include the reasons on which such answer was based.

Step 3: In the event a grievance has not been satisfactorily resolved at Level Two, the aggrieved will file a copy of the grievance with the Superintendent within five (5) days of the principal's written decision. Within

ten (10) days after such written grievance is filed, the aggrieved, the BEA representative, the principal and the Superintendent or the Superintendent's designee, will meet to resolve the grievance. The Superintendent, or the Superintendent's designee, will file an answer within ten (10) days of the third level grievance meeting and communicate it in writing to the Teacher and the principal.

Section 4: Grievance Final and Binding Arbitration

If either party is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without action, then either the BEA or the Board may submit the grievance to final and binding arbitration. If neither party files a demand for arbitration within thirty (30) days of the date for the Step 3 reply, then the grievance will be deemed withdrawn.

Section 5: Role of Grievance Arbitrator

In his/her opinion the arbitrator will not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue(s) presented to the arbitrator in writing by the Board and the BEA. However, it is mutually agreed that the arbitrator is empowered to include in the arbitrator's award such financial reimbursement as the arbitrator judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) the cost of the arbitrator.

Section 6. Progression of Grievance

Provided both parties agree, Steps 1 and/or 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

Section 7. Disposition of Grievance

No disposition of any grievance will be in conflict with any of the terms or conditions of this Agreement.

ARTICLE XVII **Complaint Processing Procedure**

Section 1. Complaint Procedures

With regard to any alleged violation, misinterpretation, or misapplication of, or claimed inequitable treatment with respect to any policy or procedure affecting any working condition(s) of a Teacher which cannot appropriately be filed as a grievance under this Agreement, the complaint should be processed as outlined in Board Policy 2:260 - Uniform Grievance Procedure.

ARTICLE XVIII
Compensation for Licensed Personnel

Section 1: Salary Schedules

The salary schedules for the 2018-2019 school year and the 2019-2020 school year school year will be:

2018-2019 Salary Schedule

	BA 0	BA 12	BA 24	MA 0	MA 15	MA 30	MA 45
1	52,000	52,500	53,000	53,750	54,478	55,200	55,700
2	52,000	52,500	53,000	53,750	54,478	55,200	55,700
3	52,870	53,380	53,890	54,703	55,431	56,161	56,815
4	53,740	54,260	54,780	55,655	56,383	57,123	57,930
5	54,610	55,140	55,670	56,608	57,336	58,084	59,046
6	55,480	56,020	56,560	57,561	58,289	59,045	60,161
7	56,350	56,900	57,450	58,513	59,241	60,007	61,276
8	57,220	57,780	58,340	59,466	60,194	60,968	63,654
9	58,090	58,660	59,230	61,259	61,987	62,985	66,145
10	58,960	59,540	60,120	63,166	63,894	65,132	68,756
11	59,830	60,420	61,010	65,197	65,925	67,417	71,493
12	60,700	61,300	61,900	67,358	68,086	69,851	74,362
13				69,658	70,386	72,444	77,371
14				72,107	72,835	75,205	80,528
15				74,714	75,442	78,148	83,839
16				77,491	78,219	81,286	87,315
17				80,450	81,178	84,632	91,067
18				83,603	84,331	88,201	95,520
19				86,726	87,454	92,011	99,840
20				89,102	89,830	96,079	104,022
21				90,206	90,934	100,115	108,900
22					91,662	103,190	113,900
23						104,208	118,000
24							122,206

2019-2020 Salary Schedule

	BA 0	BA 12	BA 24	MA 0	MA 15	MA 30	MA 45
1	52,442	52,946	53,451	54,207	54,941	55,669	56,173
2	52,442	52,946	53,451	54,207	54,941	55,669	56,173
3	53,319	53,834	54,348	55,168	55,902	56,638	57,298
4	54,197	54,721	55,246	56,128	56,862	57,609	58,422
5	55,074	55,609	56,143	57,089	57,823	58,578	59,548
6	55,952	56,496	57,041	58,050	58,784	59,547	60,672
7	56,829	57,384	57,938	59,010	59,745	60,517	61,797
8	57,706	58,271	58,836	59,971	60,706	61,486	64,195
9	58,584	59,159	59,733	61,780	62,514	63,520	66,707
10	59,461	60,046	60,631	63,703	64,437	65,686	69,340
11	60,339	60,934	61,529	65,751	66,485	67,990	72,101
12	61,216	61,821	62,426	67,931	68,665	70,445	74,994
13				70,250	70,984	73,060	78,029
14				72,720	73,454	75,844	81,212
15				75,349	76,083	78,812	84,552
16				78,150	78,884	81,977	88,057
17				81,134	81,868	85,351	91,841
18				84,314	85,048	88,951	96,332
19				87,463	88,197	92,793	100,689
20				89,859	90,594	96,896	104,906
21				90,973	91,707	100,966	109,826
22					92,441	104,067	114,868
23						105,094	119,003
24							123,245

2021-2023 Salary Schedules

The base salary for the years 2020-2021, 2021-2022 and 2022-2023 will reflect an increase over the prior year's base salary by seventy (70%) of the United States City Average Consumer Price Index for All Urban Consumers (CPI-U),

hereinafter defined as “CPI-U,” for the twelve month period for the preceding calendar year. Salary schedules will be available by March 1 for the following year.

For each year of the Agreement, Teachers will advance one (1) step. However, if the CPI - U averages less than 1.1% for any two (2) consecutive years in the first four (4) years of the Agreement, there will be no step the following year.

Section 2. Co-Curricular Stipend Schedule and Committee

No person occupying co-curricular positions will be given released time to perform these functions in lieu of, or in addition to, compensation. Co-curricular stipends will be paid as follows:

- Step 1 Coaches or sponsors in their first year coaching or sponsoring.
- Step 2 Coaches or sponsors in their second year in the activity.
- Step 3 Coaches or sponsors in their third year in the activity.
- Step 4 Coaches or sponsors in their fourth year in the activity.
- Step 5 Coaches or sponsors in their fifth year in the activity.
- Step 6 Coaches or sponsors in their sixth or beyond year in the activity.

2018-2019 Stipend Schedule (Based on BA 0/1 Salary)

Step	AA	A	B	C	D	E	F	G	H
1	\$8,778	\$7,899	\$7,020	\$6,100	\$5,262	\$4,155	\$3,276	\$1,976	\$1,633
2	\$9,630	\$8,679	\$7,727	\$6,646	\$5,736	\$4,514	\$3,557	\$2,132	\$1,726
3	\$10,488	\$9,459	\$8,429	\$7,264	\$6,282	\$4,898	\$3,838	\$2,288	\$1,836
4	\$11,346	\$10,239	\$9,131	\$7,878	\$6,822	\$5,288	\$4,118	\$2,444	\$1,971
5	\$12,199	\$11,019	\$9,838	\$8,497	\$7,374	\$5,673	\$4,399	\$2,600	\$2,148
6	\$13,052	\$11,799	\$10,546	\$9,121	\$7,920	\$6,063	\$4,680	\$2,766	\$2,371

2019-2020 Stipend Schedule (Based on BA 0/1 Salary)

Step	AA	A	B	C	D	E	F	G	H
1	\$8,852	\$7,966	\$7,080	\$6,151	\$5,307	\$4,190	\$3,304	\$1,993	\$1,647
2	\$9,712	\$8,753	\$7,793	\$6,702	\$5,784	\$4,552	\$3,587	\$2,150	\$1,741
3	\$10,578	\$9,539	\$8,501	\$7,326	\$6,335	\$4,940	\$3,870	\$2,307	\$1,851
4	\$11,443	\$10,326	\$9,209	\$7,945	\$6,880	\$5,333	\$4,153	\$2,465	\$1,988
5	\$12,303	\$11,112	\$9,922	\$8,569	\$7,436	\$5,721	\$4,437	\$2,622	\$2,166
6	\$13,163	\$11,899	\$10,635	\$9,198	\$7,987	\$6,115	\$4,720	\$2,790	\$2,391

2020-2021, 2021-2022, and 2022-2023 Stipend Schedules

(Based on BA 0/1 salary) The District Co-Curricular Committee will issue a new stipend schedule at the start of each school year. The Board retains the right to review the stipends and raise the dollar amounts of the stipends or the assignment of positions to lanes.

New clubs/activities may be started with the approval of the Superintendent or designee. After approval for renewal by the Co-Curricular Committee and the Superintendent or designee, sponsorship of such clubs/activities will be compensated at the lane and step equivalent to the requirements of the position and the level of experience of the Teacher, retroactive to the inception of the club/activity unless the Superintendent or designee authorizes placement at a higher level.

The stipend schedule will be adjusted each year based upon the co-curricular stipend index multiplied against the beginning Teachers' salary for the given year (BA 0/1).

Co-Curricular Index

Step	AA	A	B	C	D	E	F	G	H
1.0000	0.1688	0.1519	0.1350	0.1173	0.1012	0.0799	0.0630	0.0380	0.0314
2.0000	0.1852	0.1669	0.1486	0.1278	0.1103	0.0868	0.0684	0.0410	0.0332
3.0000	0.2017	0.1819	0.1621	0.1397	0.1208	0.0942	0.0738	0.0440	0.0353
4.0000	0.2182	0.1969	0.1756	0.1515	0.1312	0.1017	0.0792	0.0470	0.0379
5.0000	0.2346	0.2119	0.1892	0.1634	0.1418	0.1091	0.0846	0.0500	0.0413
6.0000	0.2510	0.2269	0.2028	0.1754	0.1523	0.1166	0.0900	0.0532	0.0456

A Co-Curricular Committee will meet annually, at least one time each semester, to review the viability of all current co-curricular clubs/activities, consider new clubs/activities, consider consolidation of lanes, identify clubs in existence as stipend positions not listed in the contract, clarify positions at the high school, middle school and elementary schools, and assist in prioritization and assignment of stipend positions. This Committee will make recommendations by April 30 to the BEA, and the Superintendent or designee on the aforementioned items. The Superintendent will have an annual discretionary budget of up to fifty thousand dollars (\$50,000). The Co-Curricular Committee may make recommendations to the Superintendent that requires changes in stipend compensation for the following school year. Any Co-Curricular Committee recommendations must be approved by the Superintendent or designee. Refer to the list of co-curricular stipends in Appendix B.

Section 3. Extra Duty Compensation

Additional supervisory responsibilities will be paid as follows:

Extra Duty Compensation for Licensed Personnel	
ASSIGNMENTS	Amount
K-5 Overnight Outdoor Education per school trip	\$175 per night
K-5 Overnight Outdoor Education (Certified Nurses)	\$1,000 stipend
K-5 Inclement Weather Supervision	\$125 per year
K-8 Lunchroom Supervision (Art. XVII, Sec. 9)	\$30 per hour
9-12 Lunchroom Supervisor, Student Resource Center (Art. VI, Sec. 1)	\$30 per hour
6-12 Scorekeeper, Timer, Announcer, Pass-Gatekeeper	\$20 per hour
K-12 Ticket Taker, Chaperone, Supervisor, Bus Duty (Art. IV, Sec. 2 & Art. V, Sec. 2)	\$20 per hour
K-12 Intramural Supervisor	\$20 per hour
9-12 Independent Study (Art. III, Sec. 10)	\$400 per semester
9-12 Pool Supervisor	\$20 per hour
Translation Services (beyond regular duties)	\$24 per hour
Additional Evenings	\$25 per hour
Pre K-12 Internal Substitute (Art. XVII, Sec. 5)	\$45 per hour
Pre K-12 Homebound Tutoring	\$40 per hour
Curriculum Rate of Pay (Flex Blocks)	\$90 per 4.5 hour flex block
Workshops, Training, Professional Development Facilitator	\$50 per hour
Summer University or In-District Workshop Attendance*(if board credit is available, it may be substituted for pay) *outside of contractual hours	\$15 per hour

If the average CPI - U for any 2 consecutive years during the first 3 years of this Agreement exceeds 2.3%, the extra-duty schedule rates will be increased 15% beginning in fiscal year 2021-22.

Section 4. Inclement Weather Supervision

During inclement weather, Teachers in the K-5 buildings may volunteer to supervise students during the lunch period and will be reimbursed at the rate set forth in Section 3 of this Article. If not enough Teachers volunteer, the Board may assign additional Teachers at the same rate of pay. Students must be adequately supervised to ensure proper safety. Building Councils will prepare recommendations for Teacher implementation of supervision during inclement weather; however, it is the duty of the principal or designee to determine when students are to be retained inside due to inclement weather and how many Teachers are required to supervise those students.

Excluding differences among buildings' lunch period supervisory needs due to differing weather conditions from one location to another, and also recognizing differing Building Council recommendations, the Administration will strive for comparability among the buildings in the use of Teachers for lunch period supervision. Principals will record the dates, time segments and names of Teachers involved in such inclement weather supervision. This data will be reviewed by the Administration.

Section 5. Teaching During Preparation Period

Non-voluntary substitution or coverage of classes of an absent Teacher will be required only if necessary to provide adequate coverage of classes or to prevent interruption of the instructional program and only with the acquiescence and knowledge of the principal. Any Teacher who accepts such a class which requires forfeiture of a preparation period will be reimbursed at the rate set forth in Section 3 of this Article.

Section 6. Student Load for Middle and High School Music and Physical Education Teachers

Exclusive of music and physical education, after thirty (30) days of school, the Board will pay a Middle School or High School Teacher $1/150^{\text{th}}$ of the Teacher's base salary for every credit pupil in excess of one hundred fifty (150) enrolled in the Teacher's classes as assigned by the building principal.

For a middle school or high school physical education Teacher, after thirty (30) days of school the Board will pay $1/220$ of the Teacher's base salary for every credit pupil in excess of two hundred twenty (220) enrolled in the Teacher's classes as assigned by the building principal. Any overload pay will always be retroactive to the day the overload first occurred.

Section 7. Reimbursement of Travel

Teachers required to travel for the District will be reimbursed at the Internal Revenue Service rate for business travel.

Section 8. K-5 and Middle School Teacher Supervision of Lunchrooms and Playgrounds

The Administration will be authorized to hire volunteer Teachers to supervise the K-5 and Middle School lunchrooms and for after school and playground supervision and to pay such volunteers at the rate of pay set forth in Section 3 of this Article. No Teacher who supervises such activities will be given any compensatory released time.

Section 9. Longevity

Beginning with the 2018-2019 school year, Teachers who have completed at least (10) years of full time service in the District and have completed graduate credit or Board credits as required in Section 1 of Article XVIII, and who are on step twenty (20), or final step as defined herein, will receive an annual longevity increment, or prorated portion, of \$1,500, and \$1,900 respectively. Teachers hired prior to June 5, 1992, will have all certifiable service credit included in

their computation for longevity purposes. Teachers hired after June 5, 1992, will not qualify for longevity until they reach step twenty (20) or final step, whichever is applicable, as defined herein. Those already receiving longevity will continue to do so.

Section 10. Paycheck Distribution Schedule

All Teachers shall be compensated for their regular teaching assignment on a twenty-four (24) pay period basis. The pay schedule will be as follows: Teachers will receive two (2) paychecks in August, September, October, November, December (both issued on December 15), January, February, March, April, and May. Teachers will receive their issued paychecks on the 15th and last day of each month. In the event the normal pay date falls on a weekend or holiday, paychecks will be issued on the weekday immediately preceding the scheduled pay date. In the month of June, Teachers will be issued four (4) paychecks. One (1) paycheck will be issued on June 15, and three (3) paychecks will be issued on June 30. Although the last three paychecks in June (the June 30, July 15 and July 31) will be issued on one day, they will be dated as the last three (3) consecutive business days of June.

Section 11. Compensation Schedule for Co-Curricular Activities

Activities that span the entire school year will be paid over twenty (20) paychecks, beginning with the first paycheck in October. For fall, winter, or spring activities, five payments will be made as compensation during the season the co-curricular activity is taking place.

Fall Sports will be paid:

September 15, September 30, October 15, October 30, November 15

Winter Sports will be paid:

November 30, December 15, December 30, January 15, January 30

Spring Sports will be paid:

March 15, March 30, April 15, April 30, May 15

ARTICLE XIX
Salary Schedule Placement

Section 1. Masters Degree Salary Schedule Placement

Upon petition, the Superintendent, or designee, may, in his/her sole and exclusive discretion, waive the requirement of the Master's Degree for placement on the Master's column for programs of exceptional merit that, in the Superintendent's, or designee's, sole judgment, constitute Master's equivalency or Master's placement.

Section 2. Experience Credit Considerations for Salary Schedule Placement

Teachers new to the District may receive full credit on the salary schedule for up to five (5) years' teaching experience outside the District. The Board, however, retains the option of recognizing more than five (5) years' experience as indicated in Board policy.

Teachers new to the district may be granted credit for up to three (3) years' experience on the salary schedule or for other job/work-related experience as determined by the Board. The Board, however, retains the option of recognizing more than three (3) years' experience for other job/work-related experience.

Section 3. Experience Increment Considerations for Salary Schedule Placement

Newly appointed licensed staff will receive no experience increment for anything less than one (1) year of full-time (five [5] teaching periods daily or its equivalent) prior teaching experience. However, teaching experience of less than one (1) year of full-time (five [5] teaching periods daily or its equivalent) may be recognized as determined by the Board.

Section 4. Professional Credit or Advance Degree Considerations for Salary Schedule Placement

Placement on the salary schedule for professional credit or advance degrees will be approved by the Administration and will be granted if those credits or degrees earned are directly related to the undergraduate degree major and/or are related to the Teachers' assignment or, in the sole discretion of the Administration, if the additional credits or degrees earned are of benefit to the District. Notification of approval or reasons for rejection will normally be provided within fifteen (15) work days of the request. Credits earned prior to the award of the degree, not necessary for attainment of that degree, unless directly related to the undergraduate degree major and/or related to the Teacher's assignment, will not be applicable for subsequent lateral movement on the salary schedule. Any disagreement pertaining to administrative discretion in determinations under this Section will be subject to the review processes provided in Article XVII of this Agreement.

Section 5. Military Service Credit

Experience credit will be granted for military service pursuant to the law.

Section 6. Submission of Graduate Credits and Degrees

Submission of graduate credits and degrees earned prior to the start of the school year (accompanied by official transcripts) will be accomplished by November 1st. Salary adjustments will be made retroactive to the beginning of the school year. Similarly, submission of graduate credits and degrees earned prior to the start of the second semester (accompanied by official transcripts) will be accomplished by March 1st. Salary adjustments will be made retroactive to the beginning of the second semester as measured by the high school calendar. In all instances, licensed staff must receive the approval of the Superintendent, or designee, before June 1st of the previous school year for additional degrees and/or graduate credits which will make the Teacher eligible for lateral movement. Lateral movement on the salary schedule may occur only once during a school year, except where the Teacher has taken more than three (3) approved credits in either semester of the school year preceding the requested move or when a staff member has been on an approved leave of absence. Lateral movement will be limited to one (1) lane per year. All lateral adjustments that are withheld will be made at the start of the subsequent school year. To be eligible for adjustment laterally for hours earned between the time of employment and the opening date of the school year, a Teacher must receive approval of the Administration at the time of employment of intent to complete additional coursework. Salary adjustments resulting from lateral movement will be made retroactive to the beginning of the appropriate semester and will be made in one (1) payment.

In an effort to ensure that the Board shall not be required to pay a penalty or make additional payments to TRS, no Teacher who has either declared an intent to retire or who is within four (4) years of being eligible for retirement shall receive a total pay increase of more than six percent (6%) in any fiscal year.

Section 7. Salary Schedule Placement for Master of Fine Arts Degrees (60 Semester Hours and Beyond a BA Degree)

For the purpose of salary schedule placement, a Teacher who is awarded a Master of Fine Arts Degree (Sixty (60) semester hours beyond a BA Degree) will have the degree recognized as an MA+30. All psychologists and social workers earning a Master's Degree in a program requiring a minimum of fifty-six (56) semester hours (or its equivalent) shall also be paid on the MA+30 column of the salary schedule unless they qualify for placement beyond that column.

Section 8. Step Advancement

Step Advancement. No Teacher will be allowed to advance more than one step per year. In an effort to ensure that the Board shall not be required to pay a penalty or make additional payments to TRS, no Teacher who has either declared an

intent to retire or who is within four (4) years of being eligible for retirement shall receive a total pay increase of more than six percent (6%) in any fiscal year.

Since experience cannot be separated from performance, the movement from one salary step to another implies not only an added year of experience, but also satisfactory professional performance. The Board reserves the right, based on the recommendations of the Administration, to stop a Teachers' progress on the salary plan until such time as evidence of satisfactory performance (proficient/professional or excellent/distinguished rating) is observed by those charged with evaluating this work. The procedure, criteria and standards of evaluation have been mutually approved by the Board and the BEA.

The preceding paragraph applies only to any Teacher who receives an overall unsatisfactory rating or "needs improvement/basic" rating and is subject to a Professional Development Plan (PDP) or remediation. Any Teacher who receives such a rating may, before being placed on PDP or remediation, request that another primary or secondary evaluator observe and evaluate his/her performance. Such evaluations will then be provided along with the original evaluation to the Assistant Superintendent of Human Resources or designee. The Assistant Superintendent of Human Resources or designee will have the authority to recommend to the Board withholding of movement on the salary schedule and will notify the BEA before doing so.

Section 9. Retirees Hired to Replace a Teacher on Leave

TRS annuitants (retirees) who are employed during the school year to replace another licensed staff member shall be placed on the same step as the person they are replacing and the column placement must reflect the credentials of the retiree. A Teacher on leave is considered to be "replaced" when they are no longer receiving any salary from the District, although they may still be receiving benefits.

TRS annuitants (retirees) who are employed in a vacant licensed opening shall be placed on step six (6) and the column placement must reflect the credentials of the retiree. Any exceptions to this provision will be discussed with the President of the BEA prior to the Administration offering a contract to the retiree

Section 10. Overpayment or Underpayment

Teachers who may have been overpaid or underpaid will have any adjustment made as soon as possible once the error has been discovered. The adjustment or correction will be for the current school year only and no claim by the

Board for repayment or claim by the employee for additional payment will be made except for the current year adjustment.

ARTICLE XX **Leaves of Absence**

Section 1. Military Leaves

Military Leaves will be granted to Teachers per applicable State and/or Federal Law.

Section 2. Jury Duty

Any Teacher required to serve on a jury will be entitled to leave. The reimbursement will be full pay.

Section 3. Exchange Teacher Program

The Board may grant to a Teacher of the District, upon application, a leave of absence at its option of not more than one (1) year to permit such Teacher to teach in a foreign state under the provisions of the Exchange Teachers Program established under Public Law 584, 79th congress, and Public Law 402, 80th Congress, as amended; provided said Teacher states the Teachers' intention to return to the District. Upon return from such leave, a Teacher will be placed at the same position on the salary schedule as the Teacher would have had, had the Teacher taught in the District during such period.

Section 4. Unpaid Leaves of Absence

A leave of absence of up to one (1) year may be granted, at the option of the Board, without pay, for the purposes of cultural travel, a work program related to professional responsibilities, advanced study, teaching in the military teaching program, Peace Corps, officer ship in the BEA/IEA/NEA, campaigning for or serving in a public office, or for other purposes.

Although the Board may grant leaves of absence without pay for "other purposes", such absences often impinge upon the effectiveness and continuity of the instructional program. Students are entitled to receive uninterrupted educational instruction from their regular Teachers, and absences necessitated by personal illness or unavoidable personal commitments already detract from the educational program. Therefore, only in highly unusual circumstances will leaves for "other purposes" be granted, taking into consideration the impact on student instruction, the effect on the Teachers' performance, and the Teachers' tenure in the District.

The Teacher to whom a leave is granted must state the Teachers' intention to return to the District. Upon return from such leave, a Teacher will be placed at the same position on the salary schedule as the Teacher would have had, had the Teacher taught in the system during such period, but only if, in the judgment of the Board, the activities of the Teacher during such leave are comparable to activities valid for sabbatical leave. Requests for leaves of absence for other

purposes will be considered by the Administration, and any denials will be reviewed by the Board. Leaves will not be given in place of a Teachers' being subject to a Reduction in Force under Article VII of this Agreement.

Section 5. Bereavement

The Board will provide up to five (5) days' leave with pay because of death in the immediate family, and up to two (2) days for non-immediate family. Immediate family will be defined as follows: child, spouse, mother, father, mother- or father-in-law, brother, sister, aunt, uncle, grandparents, great-grandparents, step-parents, fiancé, ward, half-brother or -sister, brother- or sister-in-law or legal guardian, stepchild, grandchild, son-in-law, daughter-in-law, domestic partner, civil union partner, step-sister or step-brother, niece, nephew, cousin or anyone for whom the bargaining unit member is a legal guardian. These days are deductible from sick leave.

Section 6. Returning from Leave

Teachers on leave for any reason must notify the Superintendent by February 1st prior to the end of the school year of their intent to return to the District for the subsequent year. Failure to provide such notice shall constitute a resignation from employment with the District. The Teacher shall be notified of this requirement between December 15 and January 15.

Section 7. Sabbatical Leave

In order to provide opportunities for maximum professional improvement, sabbatical leaves will be available to staff members for study, travel, writing, or other professional activities as recommended by the Labor Management Committee and as determined appropriate and feasible by the board.

- a. Full-time licensed employees will be eligible for sabbatical leave for the above-stated purposes after having spent six (6) consecutive years in the District. Applicants will not have received a sabbatical leave during the six (6) years immediately preceding any application.
- b. Applications for Sabbatical Leave will be made to the Superintendent or designee on or before December 1 of the year prior to the requested Sabbatical Leave as established by the Superintendent and the Labor Management Council. Each application will be accompanied by plans for the use of the Sabbatical Leave, and a statement of the plan's potential for increasing the applicant's professional competence. A copy of the application will be provided to the President of the BEA.
- c. While on Sabbatical Leave, the Teacher will receive salary for the time involved as specified by State statute. A Teacher will receive the regular insurance as provided by the Board. The Teacher will notify the Business Office of the place to which the Teachers' payroll check will be addressed or information of the financial institution in which the check should be deposited while the Teacher is on leave. Checks will be mailed to that address or processed for deposit on or before the regular paydays.

- d. Sabbatical Leave may be for a portion of the year, but may not exceed a full school year. Teachers on Sabbatical Leave will inform the Superintendent or designee of any change in plans during the term of the Leave for the Superintendent's approval. Upon return from Sabbatical Leave, the Teacher will be advanced on the salary schedule as though the Teacher had been employed during the period of leave, and the Teacher will be restored to the Teachers' former position or to as equivalent a position as possible, given conditions pertaining on the date of return.
- e. Before a Sabbatical Leave is granted, the Teacher shall agree in writing that if at the expiration of such leave s/he does not return to and perform contractual continued service in the District for at least one school year after her/his return, all sums of money received from the Board during the Sabbatical Leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

Section 8. Sick Leave

Sick leave may be used for personal illness, quarantine at home, illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediately family" shall include parents, spouse, civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Teachers are entitled to sick leave based on years of service as follows:

<u>Years of District 220 Service</u>	<u>Sick Leave Days per School Year</u>
0-5	12
6-10	15
11-15	16
16-20	18
21+	23

Sick leave days may be accumulated to a maximum of 400 days.

Sick leave for birth shall be limited to thirty (30) work days measured from the date of birth absent certification of medical necessity, as provided in Section 24-6 of the *Illinois School Code*. Sick leave for adoption shall be limited to thirty (30) work days. The Board may require Teachers to provide evidence that the formal adoption process is underway, as provided in Section 24-6 of the *Illinois School Code*.

For a Teacher who has had a good attendance history and has used all accumulated sick leave because of extended catastrophic illness, the Board may grant up to twelve (12) days of additional sick leave days upon return from the illness after use of the sick leave bank in Section 9 of this Article. No severance allowances are permitted for accumulated sick leave upon separation. Accumulated sick leave will be reinstated to a staff member upon return to teaching in the District from an approved leave of absence. Absence due to injury incurred in the course of the Teachers' employment will not be charged against the Teachers' sick leave days, unless, for the duration of such absence, the Board will pay to such Teacher the difference between his/her salary and benefits received under the Illinois Workers' Compensation Act, the Illinois

Teacher's Retirement System or the disability policy of the District. Such Board paid absence will be limited to the remainder of the school year in which the injury occurs. Except in cases of continuing illness, Teachers in need of leave should notify the principal or immediate supervisor as far in advance as possible so that the best available substitute may be secured. The BEA will encourage Teachers not to abuse or misuse sick leave.

Section 9. Sick Bank

The Sick Leave Bank will be continued. The Sick Leave Bank will be administered by the BEA. The BEA will be solely responsible for administering the Sick Leave Bank in accordance with the purpose for which it is established, which is solely to provide insurance against extended catastrophic illness in the interim between Teacher -accumulated sick leave and disability insurance coverage. A monthly accounting of the use of days in the Sick Leave Bank will be provided to the BEA by the Administration. In order to be eligible to draw from the, Sick Leave Bank a Teacher will be a contributor to the Sick Leave Bank, present a doctor's certification of continuing illness, have used all of the Teachers' accumulated sick leave, have had deducted from the Teachers' pay two (2) days of teaching salary, and be limited to drawing from the Sick Leave Bank until the Teacher becomes eligible for disability insurance benefits as provided by the District. The BEA will defend and indemnify the Board of Education against any actions brought regarding the Administration of the Sick Leave Bank. New members will be automatically enrolled and will donate one (1) day upon hire.

If the number of days remaining in the Sick Leave Bank ever falls below two hundred (200) days, retiring Teachers will have the option to donate up to twenty-five (25) days to the Sick Leave Bank. In addition, if the days remaining in the Sick Leave Bank drops below two hundred (200) days, present members of the Sick Leave Bank will have the option to donate an additional day to the Sick Leave Bank. The combined donations shall not result in the total number of days in the Sick Leave Bank exceeding four hundred (400) days.

Section 10. Personal Business Days

In addition to sick leave, three (3) days at full pay may be used annually for personal business if such leave is required by an emergency or other urgent and compelling business which cannot be transacted outside of work time. Written notice for personal business leave is to be submitted to the building principal or supervisor at least forty-eight (48) hours in advance of the anticipated leave day(s) (except in situations where an emergency exists), using the automated absence reporting system.

Although no reason is required, examples of common permissible use of such leave are: religious holidays not observed in the school calendar, a funeral of a close friend or relative who is not provided for in Section 5 of this Article, legal hearings, appointments requested by civil authorities, completion of important contracts, weddings of relatives or very close friends, graduation ceremonies of a member of the immediate family as defined in Section 5, handling of furniture or belongings in jeopardy, or uncontrollable delays in travel.

Teachers are discouraged from taking personal business leave on Mondays and Fridays. Personal business leave may not be used to extend a scheduled holiday or break, on days immediately preceding or following a school holiday, and on the first and last day of the school calendar, or for vacations or recreational purposes, except if the Teacher provides a reason that meets one of the aforementioned examples of permissible uses. Administration also reserves the right to deny the use of personal business leave if approval creates an issue in staffing the classrooms/building and there are no other options. In a Teachers' signifying that a business leave day will be used for the permissible purposes, the Teacher recognizes that discipline and/or discharge may occur if the day is not used for a permissible purpose.

Each unused personal day will be accumulated as two (2) sick leave days.

Section 11. Parental Leave

Parental leave will be an unpaid leave and sick leave benefits will be paid only in accordance with Section 8 of this Article. As a result of the birth or adoption of a child, a tenured Teacher will be entitled to parental leave of up to one (1) full school year plus the remainder of the year in which the leave commences. A Teacher desiring parental leave must notify the Superintendent at least ninety (90) days prior to the intended commencement of the leave. Such leave will commence upon the date agreed upon by the Superintendent and the Teacher, or the date on which the Teacher exhausts his/her sick leave benefits, whichever will first occur. A Teacher may return from parental leave only at the beginning of a regular school year unless specifically agreed by the Superintendent. Notice of intention to return from leave at the start of any school year must be given by February 1st of the school year preceding the school year in which return is to be made.

A Teacher on parental leave will not receive credit for vertical movement on the salary schedule or any other benefits for time spent on such leave. However, any Teacher granted parental leave who completes one (1) semester or more of the school year will be considered to have completed a full year for salary movement purposes. During any such leave, a Teacher may make arrangements to continue insurance coverage as provided in Article XXI, Section 3, at the Teachers' own expense.

Section 12. Family Medical Leave Act

The District will comply with the Family and Medical Leave Act and its regulations for implementation. Information on FMLA benefits is posted in each District building and more detailed information is available from the Human Resources Offices.

Section 13. Religious Leave

Each bargaining unit member shall be given up to one (1) day without loss of pay for leave taken as a religious holiday other than a school holiday. Only those holidays designated as primary holy days on the Interfaith Calendar of World Religions (www.interfaithcalendar.org) are eligible for religious leave. For religious leave, one (1) day will not be deducted from the Teachers' accumulated sick leave. Personal business days may be used in addition to the one (1) day

of religious leave. The Teacher shall advise the building principal or supervisor of their intent to request a religious leave day and shall use the automated absence reporting system to submit a written statement indicating any religious day(s) to be used during the school year, other than school holidays, no later than fourteen (14) calendar days prior to the religious holiday.

ARTICLE XXI **Other Benefits**

Section 1. Tuition Reimbursement

A Teacher will be reimbursed tuition expenses at the rate of \$250 per semester hour, or full tuition, whichever is less, for credits earned. A Teacher may be eligible for full tuition reimbursements for any Masters dual credit cohort or high need graduate coursework or program (i.e., Environmental Science, Math 101, Tech Certifications, Spanish II, Engineering/PLTW, CNA 101, French, English 101, Speech 101, Chinese, Pre-Calculus/Math 140) approved in advance, by the Superintendent or designee and designed to support dual credit courses taught within the District. Any Teacher who is approved for full tuition reimbursement will be required to agree to a payback of tuition agreement should the Teacher leave the District within four (4) years of reimbursement of full tuition. Credits for which reimbursement will be paid will not exceed thirty (30) hours for Bachelor Degree Teachers in a non-degree continuing education program. Teachers who are pursuing the Master's Degree will be reimbursed only for those courses necessary for the attainment of that degree as verified by an official degree plan. Upon obtaining a Master's Degree, Teachers will be reimbursed at the same rate for an additional thirty (30) hours of approved graduate level educational courses. Only graduate hours, Board credit, or specialty programs, as approved by the Superintendent or designee, will be counted when computing hours beyond the Masters for placement on the pay schedule. Reimbursement will also include Board-approved workshops outside of school time and/or fees for such workshops or other non-college, job-related courses taken by Teachers for professional development, subject to prior approval by Human Resources. Tuition reimbursement will be made by Administration as soon as practicable following verification of credit earned. For all tuition reimbursement, verification of a letter grade of A or B on an official transcript is necessary for tuition reimbursement and to apply towards credit for salary lane advancement. Pass/Fail credit does not count for tuition reimbursement or for credit towards salary lane advancement. Reimbursement will provide partial or full payment of the expenses incurred by the Teacher and will not be construed as salary. Approval for a program of study for which reimbursement is desired will be received from the Superintendent or the Superintendent's designee prior to initiation of classes and will be granted pursuant to the standards provided in Article XIX, Section 4. A list of recommended Universities and programs/courses will be published on the District website.

Section 2. Board Credit

Board Credit will be defined as credit honored only by the District. Licensed staff members will be able to acquire Board Credits in the following ways:

1. Completion of any workshop or course approved by the District for which Board Credit is an option.
2. Submission to Human Resources of a written proposal for earning Board Credit. Request *Board Credit Proposal* form from Human Resources.

The guidelines for Board Credit are:

1. One (1) Board Credit will represent fifteen (15) hours of time on task beyond the working day.
2. Board Credits may be used for lateral movement on the salary schedule.
3. The maximum number of Board Credits for any proposal made by a licensed staff member will be three (3), despite the number of hours needed to fulfill the terms of the proposal.
4. In cases where both Board Credit and pay are offered, the staff will choose one or the other.
5. Board Credit or pay will be granted once upon completion of any workshop, course or proposal. Repetition of any workshop, course or proposal will not be awarded Board Credit or pay.

Section 3. National Board Credit

National Board Credit: For tenured Teachers who are employed to work at least .6 FTE or more, who have attained National Board certification, a stipend of \$1,500 will be paid annually. Teachers who enroll in the National Board program during the period in which this Agreement is in effect will receive a reimbursement of entrance fees of up to \$1,975 per person, payable at the end of the fiscal year, with the requirement of missing no more than three (3) of the cohort meetings each year. In addition, portfolios must be successfully completed and submitted to NBCT within a two-year cycle. No TRS payments will be made on this reimbursement amount. If more than six (6) Teachers enroll in any single school year, entrance fee reimbursement will be prorated based on \$16,000 divided by the number of Teachers who enroll during that school year. In addition, six (6) board credits will be awarded at the completion of the National Board process, and the District will pay for a support class with a trained facilitator. National Board Credit: For Teachers who have National Board Certification, a stipend of \$1,500 will be paid annually through the expiration date of this Agreement.

Section 4. Flexible Staff Development

Flexible staff development time will be available for use by licensed staff members. Activities that are consistent with the goals of the building or District and reduce the time a licensed staff member spends out of the classroom are appropriate uses of flexible staff development time. The guidelines for flexible staff development time are:

1. One block of flexible staff development time is 4.5 hours of time on task beyond the working day.
2. The rate of pay for one (1) block of flexible staff development time will be equal to the Curriculum Rate of pay for the District (refer to Extra Duty Chart, Article XVIII, Section 3 for the Curriculum Rate).
3. Pay for flexible staff development time will be limited to activities that are scheduled in increments of one-half (1/2) blocks (2.25 hours).

4. For budget purposes, the total number of flexible staff development blocks for the District will be calculated by multiplying three (3) times the number of licensed staff members (not FTEs). The allocation of flexible staff development blocks will be mutually agreed upon by the Superintendent or designee and a BEA representative.
5. The Superintendent or designee is responsible for approving requests for flexible staff development time.

Section 5. Allocation of Staff Development Funds

When funds are available, in each year of this Agreement the Superintendent or designee will allocate a specified dollar amount to each building for staff development purposes. The allocation will be calculated based on the number of licensed staff (not FTEs) in each building. The description, guidelines and management procedures for these funds are contained in the staff development handbook. The Superintendent or designee and a BEA representative will consult on any changes made to the Handbook annually.

Section 6. Long-Term Disability Insurance

The District will provide, at full premium cost to the District, a long-term employee disability insurance program to cover seventy percent (70%) from all sources of the individual Teacher income payable after sixty (60) consecutive days of health or accident disability absence from teaching duties. The length of the insurance coverage provided an employee while on disability will be as follows: The shorter of twenty-four (24) months or when the insurance provider deems the Teacher is no longer disabled shall not exceed \$5,000.00 per month for a period not to exceed 24 months. This benefit is subject to rates provided as part of the District's insurance policy. Should the District's insurance carrier revise the reimbursement rates, Administration will notify the BEA President before implementing the revised reimbursement rates.

Section 7. Medical, Dental and Life Insurance

Beginning with the 2013-2014 plan year, the total aggregate cost paid by the District for medical and dental insurance for Teachers will increase by no more than three percent (3%) over the amount paid by the District in the previous plan year. Adjustments to plan design, employee contribution rates, or other modifications will be determined by the District Insurance Committee based on the District contributions defined above.

The Board will pay for the individual Teacher a life insurance benefit of \$50,000.

If a Teacher is employed to teach less than three-fifths (3/5) of the normal daily schedule, the Board will pay only the prorated premium rate for that Teacher. Similarly, if a Teacher is employed to teach less than a full school year, the Board will pay only the prorated premium rate for that Teacher. To obtain benefits for which the Board pays a portion (group medical plan, life insurance, group dental plan), the Teacher must pay the difference. A Teacher working less than two-fifths (2/5) is not eligible for any benefits except sick leave.

Section 8. Medical Premium for Married Couples Both Employed by the District

The District will continue to pay the full family medical premium for married couples who are both employed by the District.

Section 9. Insurance Committee

The Board and BEA agree to convene an on-going Insurance Committee to consider the following topics:

- a. Possible revision to the PPO and/or HMO Plans
- b. Health Reimbursement Accounts/Health Savings Accounts
- c. Use of District Insurance Consultants
- d. Other mutually agreed matters

Committee membership will include:

1. One (1) Board Member
2. The BEA President or designee
3. A representative appointed by the BEA President from each organizational level (i.e. Pre K-5; middle school; and high school)
4. The following representatives of the Administration: Assistant Superintendent for Human Resources; Chief Financial Officer; Director of Finance, and District Benefits Coordinator.
5. BSEO representative(s) as provided in the BSEO Contract Agreement.

The District Benefits Consultant may serve as a resource to the Committee, along with any other individual(s) the Committee deems appropriate. Committee membership will be published on the District intranet. This Committee will meet at least quarterly. Any recommended insurance plan changes will be made annually and will be completed and presented to the Board and BEA consistent with the schedule established with open enrollment. Such changes will require approval by the Board and BEA prior to implementation. The Committee will use a consensus decisional model to arrive at its recommendations.

Section 10. Sheltered Contributions to TRS

During the term of this Agreement, the Board will shelter the contribution of Teachers to the Illinois Teachers' Retirement System for income tax purposes, as permitted by the Internal Revenue Code.

Section 11. Early Retirement Incentive Plan

The Board may, at its option, institute and/or maintain an early retirement incentive plan provided there is prior consultation with the BEA; and the BEA is notified of each early retirement granted or denied and, if granted, the terms under which it is made.

Section 12. Flexible Benefit Plan

The Board of Education will establish and maintain a “flexible benefit plan” in compliance with Section 125 of the Internal Revenue Code. Prior to each plan year, a Teacher may elect to have the Board reduce his or her pay and contribute such amounts among the following non-taxable benefits, in accordance with the plan document:

- a. Premiums for the District’s health insurance plan and dental plan, and life insurance plan which are not paid by the board;
- b. Reimbursement for qualified dependent care assistance expenses, in accordance with Section 129 of the Internal Revenue Code.
- c. Reimbursement of the cost of medical and dental care, as defined in Section 214 (d) of the Internal Revenue Code, to the extent not covered by insurance and incurred by the Teacher, the Teachers’ spouse and/or the Teachers’ dependents.

In accordance with the Internal Revenue Code, any amounts remaining unpaid after processing all timely requests for reimbursement will be forfeited and not otherwise paid to the Teacher or carried over to the following plan year. The Board will pay the administrative costs and expenses for maintaining the plan.

Section 13. Retirement/Service Recognition

A. Eligibility

A retirement program shall be available for the Teachers who meet all of the following eligibility criteria at the time of retirement:

1. Be at least 60 years of age with 10 years creditable TRS service, or 55 years of age with 35 years creditable TRS service; and
2. Completed at least 15 years of full time teaching service in the District, or its equivalent; and
3. Be eligible to retire and receive a regular non-discounted pension annuity under TRS rules and regulations; and
4. Have filed retirement with TRS with a retirement date of June 30 in the year of the retirement but no later than June 30, 2027.
5. Submitted an Irrevocable Notice of Retirement as required below.

B. Procedures

In order to be eligible to participate in this retirement program, a Teacher must submit the Irrevocable Notice of Retirement to the Office of Human Resources by February 1 of the fourth year prior to the year of retirement, setting forth a desired retirement date at the end of a school year not later than June 30, 2027. Teachers otherwise eligible to retire under this program may give less than four years notice and be entitled to the relevant benefits of this program only for the years following the Teachers’ notice until their retirement date. The Board may, in unusual and extraordinary circumstances (for example, death of a spouse, serious illness of the Teacher or spouse, change in marital status, or any other catastrophic circumstance as determined by the Board), and in its sole discretion, permit a Teacher whose

Irrevocable Notice of Retirement has been accepted to rescind the Notice. The Association agrees that the Board's decision regarding a request to rescind an Irrevocable Notice of Retirement is non-grievable, non-reviewable and non-precedential. Any Teacher allowed to rescind the Notice will be required to pay back to the District the value of any benefits received hereunder through the date the rescission was approved. The method and timeframe for any such repayment will be determined by the Superintendent/designee after consultation with the affected Teacher(s).

Participating Teachers who elect to retire under the provisions of this program with a retirement date after June 30, 2027 will receive only the benefits of this program. The final date for submitting a Irrevocable Notice of Retirement under this program is February 1, 2023.

Teachers who are eligible for this benefit and who elect to participate in this program, shall be removed from the salary schedule and receive an increase in TRS creditable earnings of exactly 5.5% in each year of participation. A retiring Teacher may receive no more than four (4) years of 5.5% increases in TRS creditable earnings under this program.

If a Teachers' negotiated increase in earnings, including longevity, stipends, extra duty or other creditable compensation for any year under this program would otherwise exceed 6% then the Teachers' compensation for that year will be capped at 6% increase, and any amount over a 6% increase will be forfeited.

A Teacher for whom an extra-duty or extra-schedule stipend was part of the Teachers' TRS creditable earnings in the school year prior to the school year in which notice is given and who chooses not to perform, or is dismissed from such duty in any year prior to retirement will have the stipend for that duty subtracted from the creditable earnings increases provided under this program each remaining year. If a stipend position is eliminated by the District, the Teacher may apply for vacant stipend positions.

Under no circumstances may a Teacher participating in this program receive a TRS creditable earnings increase exceeding 6% over the Teachers' prior year's TRS creditable earnings.

No additional TRS penalties or contributions will be generated above the threshold provided below by participation in this program.

If the General Assembly or TRS creates any new penalties or require any additional contributions that must be paid by the Board of Education because of the service recognition benefit provided by this section, totaling greater than one one-hundredth of one percent (1/100th of 1%) of the total annual operating funds revenue (Educational, Operations & Maintenance, Transportation, Municipal Retirement/Social Security, Working Cash and Tort Funds) (See AFR line item #273), the service recognition benefit provided by this section will be considered void and terminated from the contract on the effective date of the new legislation or rules (without forfeiting any grandfathering rights that may apply). In the event the total annual operating funds revenue that the threshold is reached, the BEA and Board will immediately negotiate a new service recognition benefit which will not cause any penalties or contributions to be paid by the Board of Education.

ARTICLE XXII
Summer Employment

Section 1. Summer Professional Development

Selection among participants for summer professional development will be made by the Superintendent or designee in conjunction with the appropriate Administrators. All qualifications relevant to the task to be completed including, but not limited to, professional preparation, teaching experience, assignment and length of service will be considered. District Teachers will be sought to fill summer professional development positions before non-District individuals are offered employment. The number of hours of employment will be for a total working period of not fewer than twelve (12) hours, but not more than one hundred fifty (150) hours, as arranged by the department chair and/or the building principal as appropriate. The decision of the Superintendent or designee in the hiring of Teachers for summer employment will be final; provided, however, that the Superintendent or designee's decision will not be arbitrary, capricious or discriminatory. Any grievance alleging violation of this provision may be processed only under Article XVII of this Agreement. Such positions will be posted pursuant to Article XII, Section 1 (b) of this Agreement.

Section 2. Notification of Summer School Assignments and Summer School Pay

Notification of appointment to the Summer School faculty, together with assignments to courses, will be given to the Teachers by the Director of Summer School in writing as soon as possible, but no later than June 15th. A reasonable attempt will be made by the Administration to staff the Summer School with Teachers from within the District before persons other than District employees are hired. Summer School Teachers will receive compensation at a rate of forty dollars (\$40.00) per hour.

Section 3. Compensation Rate for Duties Beyond the Regular School Year for Specified Teachers

Psychologists, speech-language clinicians, learning disabilities diagnosticians, librarians, counselors, licensed certified school nurses, social workers and cooperative work coordinators who offer to perform and are selected for duties beyond the regular school year will be compensated at the hourly rate of \$45.00.

Section 4. Summer Rate of Pay for Specified Teachers

Any psychologist, speech-language clinicians, learning disabilities diagnosticians, librarians, counselors, licensed school nurses, social workers and cooperative work coordinators required to perform their regular duties during the summer shall be paid a pro rata per diem based on a seven (7) hour day (subject to a minimum of \$45.00 a hour).

ARTICLE XXIII
Continuity of Services

Section 1. No Strike, No Work Refusal or Slowdown Clause

Neither the BEA, nor its members, nor any person acting on behalf of the BEA, will engage in, encourage or support any strike, slowdown or other concerted refusal to render full and complete services to the District.

ARTICLE XXIV
Effect of Agreement

Section 1. Commitment to Terms and Conditions of Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, written mutual consent of the parties in an amendment hereto.

Section 2. Incorporation of Agreement into Board Policy

This Agreement will be incorporated into the Board policies of the District and will be a part of the Board policies.

Section 3. Incorporation of Agreement into Teachers' Contracts

The terms and conditions of this Agreement will be reflected in individual Teachers' contracts.

Section 4. Commitment to Agreement Alignment with the Law

Should any Article, Section or clause of this Agreement be illegal, then said Article, Section or clause, as the case may be, will automatically be deleted from this Agreement to the extent that it violates the law, but the remaining Articles, Sections and clauses will remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or clause.

Section 5. Agreement Terms

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 all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board has no obligation to negotiate any further during the term of this Agreement except as to the impact of Board decisions relating to Teachers' employment conditions.

Section 6. Property Tax Revenue Agreement Re-Opener

If any state law(s) is passed that reduces the total property tax revenue by greater than or equal to 0.25% received by the District under the existing law, (and not offset by new, unallocated revenue) the Board may initiate a renegotiation of all economic terms in the Agreement for the year(s) beginning when the decrease(s) takes effect. If no agreement is reached by June 30 preceding the fiscal year when the change goes into effect, this Agreement will immediately expire.

Section 7. Pension Payment Agreement Re-Opener

If any state law is passed that increases pension payments owed by the District by more than 0.5% of BEA payroll, the Board may initiate a renegotiation of all economic terms in the Agreement for the year(s) beginning when the increase(s) takes effect. If no agreement is reached by June 30 preceding the fiscal year when the change goes into effect, this Agreement will immediately expire.

Article XXV
Duration of Agreement

Section 1.

This Agreement will be effective on the date hereof, and will continue in effect until August 31, 2023. This Agreement is signed this 31st day of May, 2018.

IN WITNESS THEREOF:

FOR THE BARRINGTON
EDUCATION ASSOCIATION,
IEA/NEA:



Mike Kallenbach, BEA President

FOR THE BOARD OF EDUCATION
OF COMMUNITY UNIT SCHOOL
DISTRICT 220 OF LAKE, KANE
COOK, AND MCHENRY COUNTIES, IL



Brian Battle, Board President


Sandra Ficke-Bradford, Board Secretary

APPENDIX A
Code of Ethics of the Education Profession

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nature of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes this magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code will be exclusive and no such provision will be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I
Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator –

1. Will not unreasonably restrain the student from independent action in the pursuit of learning.
2. Will not unreasonably deny the student access to varying points of view.
3. Will not deliberately suppress or distort subject matter relevant to the student's progress.
4. Will make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Will not intentionally expose the student to embarrassment or disparagement.
6. Will not, on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly –
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Will not use professional relationships with students for private advantage.
8. Will not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator will exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the professional, the educator –

1. Will not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Will not misrepresent his/her professional qualifications.
3. Will not assist any entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute.
4. Will not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Will not assist a non-educator in the unauthorized practice of teaching.
6. Will not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Will not knowingly make false or malicious statements about a colleague.
8. Will not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

Appendix B
CO-CURRICULAR STIPENDS (as of May 2018)

LANE AA

High School:

Head Basketball - B(1), G(1)
Head Football

Head Track - B(1), G(1)
Head Wrestling

LANE A

High School:

Head Baseball
Head Softball

Head Swim - B(1), G(1)

LANE B

High School:

Head Competitive Cheer
Head Cross Country - B(1), G(1)
Head Gymnastics - B(1), G(1)
Head Soccer - B(1), G(1)
Head Volleyball - B(1), G(1)
Musical Production Director
Asst Football - (11)
Asst Wrestling - (3)

Head Competitive Dance
Head Debate
Head LaCrosse - B(1), G(1)
Head Tennis - B(1), G(1)
Head Water Polo - B(1), G(1)
Asst Basketball - B(4), G(4)
Asst Track - B(4), G(3)

LANE C

High School:

Head Badminton - G(1)
Head Golf - B(1), G(1)
Asst Baseball - (4)
Asst Swim - B(2), G(3)
Asst Debate

Head Bowling - G(1)
Musical Technical Director
Asst Softball - G(3)
Student Council (2)

Middle School:

MS - Spring Musical Director (1-S, 1-P)

LANE D

High School:

Head Fall Cheer
Asst Bowling - G(1)
Asst Competitive Dance (1)
Asst Golf - B(1), G(1)
Asst Lacrosse - B(3), G(3)
Asst Tennis - B(1.5), G(2)
Asst Water Polo - B(1), G(1)
Color Guard (2)
Musical Dance Director
Coordinator (3)
Head Math
Newspaper/Round-Up

Asst Badminton - G(2)
Asst Competitive Cheer (1)
Asst Cross Country - B(2), G(2)
Asst Gymnastics - B(2), G(2)
Asst Soccer - B(5), G(4)
Asst Volleyball - B(2), G(4)
Barrington Buddies
Fall Play Director
Robotics (2)
Spring Play Director
Yearbook

Seasonal

Middle School:

MS Basketball A Team - B (2S, 2P), G (2S, 2P)
MS Track - B (2S, 2P) G (2S, 2P)

MS Wrestling - (3S, 3P)

LANE E

High School:

Head Fall Dance
Asst Fall Cheer
Athletic Event Supervisor (3)
Senior Class
Marching Band
Musical Vocal Director
Nuance
Scholastic (Academic) Bowl

Head Math Team
Asst Marching Band
Junior Class
Madrigals
Musical Pit Director
National Honor Society
Orchesis (2)
Weight Room Supervisor

Middle School:

MS Basketball B Team - B (2S, 2P), G (2S, 2P)
MS Fall Play Director (1S, 1P) MS Tutorial Program (2S, 2P)

LANE F

High School:

AP Coord/Interdepartmental Program
Asst Debate
Forensic
Sophomore Class (2)

Head Chess Club
Asst Fall Dance
Freshman Class (2)
Rhythm Machine

Middle School:

MS Activities Sponsor (1S, 1P) MS Cross Country - B (1S, 1P), G (1S, 1P)
MS Jazz Band (1S, 1P) MS Scholastic Bowl (1S, 1P)
MS Soccer - B (1S, 1P), G (1S, 1P) MS Snowflake (2S, 2P)
MS Softball (1S, 1P) MS Volleyball - B (2S, 2P), G (2S, 2P)

Elementary:

Speech Tournament Director K-8 (1)

LANE G

High School:

Art Gallery Director
Big Red Club
Musical Prod Instrumental Dir Accompanist
Sub Machine

Asst Vocal (or Vocal Assistant)
Costume Supervisor (3)
Studio Productions

Middle School:

MS Art Club (.5S)
MS Asst Softball (.5S, .5P)
MS Bowling (.5S, .5P)
MS Cheerleading (2S, 2P)
MS Club Latino (.5 S)
MS Golf (.5S, .5P)
MS NJHS (2S, 2P)
MS Student Council (1S, 1P)

MS Pom Pon (1P)
MS Yearbook (2S, 2P)

Elementary:

4th/5th Grade Orchestra (1 per building) 5th Grade Band (.5 per building)

LANE H

High School:

Adopt-A-Grandparent
Amnesty International
Art Club
Asst Math Team
B Club
Book Club
Chinese Club
COLTS
Earth Council (Recycling Club)
French Club
German Club
Habitat for Humanity
J Kyle Braid Leadership
Latin Club
Lighting Design
Model UN
Otaku Club
Pep Band
Sewing Club
Star Tutoring
Video Club (Film & TV Club)
WYSE (World Youth Science Engineering)

Advisory (Advisor Program)
Angler Club
Asst Chess Club
Athletic Equipment Manager
BHS Pride
Brothers Keepers
Code Red Club
Drama Club (2)
Filly Football
Freshman Play
GSA Club
Interact Club
Key Club (Kiwanis)
Latinos Unidos
Marine Biology
Multi Cultural Club (2)
Peers, Friends & Counselors
Science Olympiads
Spanish Club
Student Mentor Coordinator
World Language Honor Society

Middle School:

MS Band (1S, 1P)
MS Computer Club (1S)
MS Gamers Club (1P)
MS Orchestra (1S, 1P)
MS Prime Time Club (1S)

MS Drama Club (1S, 1P)
MS Friends and Company (1S)
MS Latin Club (1S, 1P)
MS Pep Band (1S, 1P)
MS Speech Tournament Coord (1S, 1P)

MS Art Club (1P)

Elementary:

Asst to the Principal (1 per building)
Basketball - Girls (1 per bldg)
Homework Club (1 per building)
Speech Tournament Coord (1 per building)
Vocal Groups (Choir, Chorus, etc.) (1 per building)
4 Discretionary H Stipends per building chosen by Principal such as - Art, Computer, Drama, Green Club, Horticulture, Student Council, Yearbook

Basketball - Boys (1 per bldg)
Boys/Girls Track (1 per bldg)

Z STIPENDS

High School: 3
Middle Schools: 5 each
Elementary Schools: 6 each
ELC: 7

Z Stipends are allotted every Spring as directed by the School Principals
Various activities, athletics and clubs not otherwise accounted for. Each
Z Stipend is \$250.00 and they may be split between staff.

Appendix C
Letters of Understanding and Memos of Understanding

LETTERS OF UNDERSTANDING

1. Relocated to Article II – New Section 5.
2. Relocate to Article III, New Section 26.
3. Relocate to Article II, New Section 6

Letter of Understanding: High School Advisory:

The BEA and Board of Education recognize a need to collaborate to modify the existing language in Article 7, Section 2 with regard to the high school advisory program.

During the first semester of the 2018-19 school year, a committee composed of the BHS Principal, two (2) BHS Associate/Assistant Principals, a Department Chair, both high school BEA Vice Presidents, one (1) Advisory Program leader, and two (2) high school Teachers will collaborate using a consensus model to recommend high school advisory program changes to the BEA and the Board for implementation in the 2019-2020 school year.

MEMOS OF UNDERSTANDING

Memo of Understanding: Specialist Task Force (Article V Section 5)

In an effort to achieve parity between elementary specialists, the Board and BEA agree to continue to convene the Specialist Task Force. This task force will address concerns about the scheduling of specialist Teachers. The primary concern the Specialist Task Force will address is that students with a special on Monday or Friday miss approximately seven weeks of curriculum because of school holidays and Institute Days. There is currently limited flexibility within the schedules of specialist Teachers to make up classes for those students. The Specialist Task Force has developed a set of recommendations which will be forwarded to the Resource Allocation Committee.

The Specialist Task Force is composed of art Teachers, music Teachers, librarians, physical education Teachers, district administrators and principals. This task force will address these concerns about the scheduling of specialist

Teachers. The Specialist Task Force will forward its staffing recommendations to the Resource Allocation Committee for consideration during the budget process.

Memo of Understanding: Migration Rules

1. Any and all credits that Teachers want to have considered for placement (migration) onto the new salary schedule, must be verified by submitting official transcripts to Human Resources by August 1, 2018.
2. For the purpose of migration to the new salary schedule, more than one lane (but not more than 1 step) may be awarded.
3. Any Teacher who is currently on a step in the bachelor's lane beyond what is listed in the new schedule will be grandfathered into "ghost" steps until they move lanes. They will then be placed on their appropriate step in the new lane. This only applies to Teachers currently in the bachelor columns.
4. Teachers who are currently past the number of steps on the new grid will be grandfathered in (placed on a "ghost" step) and experience a base increase only each year. They have only 2 years to move to the next lane.

(For example: Mary Mack, who has 12 years of experience migrates to the BA24 lane Step 10. When she moves to MA00 lane, she will go to step 13.)

Memo of Understanding: Salary Payments for Teachers Employed for the 2017-2018 School Year

(to finish the 17-18 contractual payments - which were scheduled to be paid from September 15, 2017 to August 30, 2018 before migrating to the new schedule which will begin August 15, 2018)

On June 30, 2018, Teachers will receive their 5 separate remaining paychecks for the 17-18 school year (each has a separate date):

- Payment 1: June 30 paycheck
- Payment 2: July 15 paycheck
- Payment 3: July 30 paycheck (formerly received on July 15)
- Payment 4: August 15 paycheck
- Payment 5: August 30 paycheck (formerly received on Aug. 15)

Beginning on August 15, 2018, paychecks will be distributed as outlined in **ARTICLE XVIII, section 10 of the 2018-2023 BEA Agreement**.

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