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# **AGREEMENT**

BETWEEN THE



## **BOARD OF EDUCATION**

**WARREN TOWNSHIP HIGH SCHOOL, DISTRICT #121  
LAKE COUNTY, ILLINOIS**

AND THE



**WARREN TOWNSHIP HIGH SCHOOL FEDERATION OF TEACHERS  
A COUNCIL OF THE LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL 504, IFT-AFT/AFL-CIO**

## **FOR THE SCHOOL YEARS**

**2023-2024**

**2024-2025**

**2025-2026**

**2026-2027**

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# ARTICLE I

## GENERAL PROVISIONS

### **A. Parties to the Agreement**

This Agreement is made and entered by and between the Board of Education, Warren Township High School District No. 121, Lake County, Illinois, and the Warren Township High School Federation of Teachers, a Council of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO.

### **B. Scope**

The Union and the Board agree that wages, hours, terms and conditions of employment, as required by law, and other matters by mutual agreement shall be negotiable.

### **C. Recognition**

The Board recognizes the Union as the sole negotiating agent for all regularly employed non-administrative certificated personnel, including semester or yearlong substitutes who are specifically covering a semester or yearlong leave of absence, except short-term substitute teachers and other temporary certificated employees.

The Board also recognizes the Union as the sole negotiating agent for all regularly employed full-time and part-time office, secretarial, and clerical employees, nurses, paraprofessionals, custodial maintenance and grounds, security personnel, and all regularly employed full-time and part-time technology technicians, except all administrative staff, transportation department staff including bus drivers, the central office staff, network administrator, substitutes, and any other position hereafter established whose responsibilities include the making of consequential recommendations to hire, transfer, assign, promote, evaluate, discharge or discipline other employees, and other confidential, supervisory and managerial employees as defined by the Illinois Educational Labor Relations Act.

It is understood that from time to time job titles and duties may change, certain jobs may be eliminated, and others may be created in their place; in such circumstance, the parties agree that the listed job titles shall serve as a guide for similar positions not listed, and the definitions in the Illinois Educational Labor Relations Act shall be used in determining whether or not a particular position is included in or excluded from the bargaining unit.

### **D. Definitions**

1. Teacher: licensed employees represented by the Union in the negotiating unit as determined by Section C above.
2. Classified employee: all personnel represented by the Union in the negotiating unit as determined by Section C above other than teachers.
3. Regular full-time classified employee: a classified employee not in a temporary status regularly scheduled to work the District's full-time work day during the work year (twelve months).
4. Regular part-time classified employee: a classified employee not in a temporary status regularly scheduled to work the District's full-time work day for less than twelve months during the work year.

5. Employee: all employees represented by the Union in the negotiating unit as determined in Section C above.
6. Day: all references to day shall be assumed to mean contractual work day unless otherwise noted
7. Almond Campus: School located at 34090 N. Almond Road, Gurnee, Illinois and which generally houses 11th and 12th grades. Unless otherwise expressly stated, reference to terms and conditions of employment at Almond also apply to employees assigned to the Transition Center (500 N. O'Plaine Road, Gurnee, Illinois).
8. O'Plaine Campus: School located at 500 N. O'Plaine Road, Gurnee, Illinois and which generally houses 9th and 10th grades.
9. Administration Building: Building and administrative offices located at 34090 N. Almond Road, Gurnee, Illinois.
10. Transportation Center: The Transportation facilities located at 3801 Swanson Court, Gurnee, Illinois.
11. Appendix A: Teacher Salary Schedules
12. Appendix B: Co-Curricular Positions
13. Appendix C: Extra Duties
14. Appendix D: Compensation and Wages for New Classified Employees
15. Appendix E: Classified Staff Annual Raises

**E. Exclusive Rights**

The Board agrees not to negotiate with any other organization or any employee individually with respect to any matter covered by this Agreement.

**F. Individual Agreements**

The Board shall not issue individual employee contracts or employment agreements during negotiations, mediation, or third-party appeal or before or after agreement has been reached between the Board and the Union, except that the Board may issue individual contracts to probationary and newly employed employees whose contracts shall be adjusted to conform with any negotiation settlements.

**G. Management Rights- Teachers**

The Union recognizes the Board as an Employer as defined in the Illinois Educational Labor Relations Act. The Board shall not be required to bargain over matters of inherent managerial policy, which include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

**H. Management Rights- Classified Employees**

1. It is understood and agreed that the Board has and retains all the customary and usual rights, functions and authority of management.

2. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, except as legally delegated through this Collective Bargaining Agreement.
3. Except as provided in the Agreement, the Board hereby retains and reserves unto itself the following rights:
  - a. To execute managerial, organizational and administrative control of the District and its properties and facilities;
  - b. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
  - c. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline or dismissal; and to review, evaluate, promote and assign all such employees;
  - d. To establish standards of employee conduct and maintain supervisory functions, which shall, in the interest of the District and its employees, support and promote effective school operations; to require employees to adhere to established policies and practices; and to require of employees' ethical behavior at all times in addition to practicing sound judgment and conscientiously discharging their duties;
  - e. To establish educational policies, goals and objectives; to ensure rights and educational opportunities for students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations with appropriate input from the Union as required by law;
  - f. To build, move or modify facilities; establish budget procedures and determine budgetary allocations; and take action on any matter in the event of an emergency.
4. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and applicable laws.
5. Failing to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Board's right to exercise such functions or preclude the Board from exercising the same in some other way not in conflict with the terms of the Agreement.

## ARTICLE II

### NEGOTIATION PROCEDURES

**A. Demand to Bargain**

A request to negotiate a renewal or revision of this Agreement for the coming year shall be made before January 1<sup>st</sup> and shall be submitted in writing by the Union to the Superintendent or his/her representative or by the Board to the President of the Union. A meeting shall be held within sixty (60) calendar days of the delivery of the request. Facts, opinions, and proposals shall be freely exchanged during the meeting or meetings in an effort to reach mutual understanding and agreement on matters defined as negotiable in Article I, Section B.

**B. Authority**

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

**C. Financial Information**

The Union shall be furnished on request all regularly and routinely prepared information concerning the financial condition of the school, including annual financial statements, and adopted budget. In addition, the Board and the Administration shall grant reasonable requests for other readily available and pertinent information, which may be relevant to negotiations. Nothing herein shall require the Board to research and assemble information.

**D. Union Representatives**

The Union shall provide the Board and the Superintendent with the names of its duly authorized representatives within twenty (20) calendar days of their appointment and shall notify them of any changes within twenty (20) calendar days there from.

**E. Impasse Resolution**

When an impasse occurs, the parties will follow the impasse procedures in the IELRA.

**F. Tentative Agreement/Ratification**

The recommendation proposed by both parties' Negotiating Committees shall be reduced to writing and shall be recommended to the entire Board and to the entire membership of the Union. Both parties must vote to approve the proposal in order for it to become an Agreement binding upon both parties.

**G. Copies of Agreement**

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of the Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties within thirty (30) calendar days after ratification by both Parties so that each employee, administrator, and Board member may have a copy. The Board shall reimburse the Union for the cost of such printing, not to exceed one thousand dollars (\$1,000). The Union also agrees to provide the Board with sufficient copies for its needs.

## **ARTICLE III**

### **UNION RIGHTS**

#### **A. Dues Deductions**

The Board shall honor employees' individual authorization forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable, except in accordance with the terms under which an employee voluntarily authorized said deductions. Pursuant to such authorization, the Board shall deduct one sixteenth (1/16<sup>th</sup>) of such union dues, assessments or fees from the salary check of the employee for sixteen (16) pay dates, with the first deduction commencing with the second paycheck in October and the last deduction on the sixteenth paycheck from which dues are deducted. Such dues which have been deducted shall be remitted to the Union within ten (10) working days of such deduction. Deductions for employees authorizing deduction of union dues, assessments or fees after the second paycheck in October shall be treated on the same one sixteenth (1/16<sup>th</sup>) amount of annual dues commencing with the next salary check, within ten (10) calendar days after receipt of the authorization, and continuing through the final scheduled deduction. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms under which he/she authorized the dues deductions, the Union will notify the employer.

The Union agrees to indemnify and hold harmless the Board and all its agents from any and all claims, demands, suits, and costs incurred in making deductions, transmitting funds to the Union, or any other reasonable action taken or omitted for the purpose of complying with this Article. Union dues and COPE deductions shall be written in separate checks.

#### **B. COPE Contributions**

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's salary the amount authorized by the employee for the Lake County Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made from the second paycheck in October and forwarded to the Treasurer of the Union within ten (10) calendar days after such deductions were made, with a report indicating the amount deducted for each employee, provided written authorization is received by the business office at least ten (10) working days prior to such paycheck. Union dues and COPE deductions shall be written in separate checks.

#### **C. Meetings with Administration**

Twice per month, the Superintendent or designee will meet with the Union President or designee for the expressed purpose of discussing Union and District issues and business in order to avoid the grievance process when possible and to act in an advisory role. The meetings will be mutually agreed upon within the first two weeks of the first semester.

#### **D. Staff Congress**

Once per semester, the building principals or their representatives shall call a voluntary, after school meeting to allow Membership the opportunity to voice concerns, ask questions and offer solutions in regards to the health and direction of the District. The Staff Congress will not extend beyond one hour of time. Classified employees will be allowed to attend these meetings even if they occur during their regular work hours.

#### **E. Yearly Staff Surveys**

Once per year, after February 28<sup>th</sup>, a voluntary, anonymous survey will be issued to all

bargaining unit members for the purposes of gaining feedback on administrators' individual strengths and possible areas of improvement. The Administrative team will write this survey. Surveys will be shared with each Administrator in question, the Superintendent and the Administrator's immediate supervisor.

**F. School Calendar**

The Superintendent or designee shall consult with the President of the Union or designee and shall make every effort to agree upon the school calendar prior to submission of recommendations to the Board of Education.

**G. Release Time for Union Officers**

Upon written advanced notice to the Superintendent or designee of at least five (5) working days, a leave of absence shall be granted to the Union President and/or one (1) designee for up to 6 (six) work days each school year to attend Union conventions or conduct other Union business. The Union President or designee shall be granted released time to attend any grievance or arbitration conducted during the normal work day.

The Union President and Grievance Chair shall not be assigned a supervisory period.

**H. Union Access**

The District shall provide to the exclusive representative, including their agents and employees, without charge to pay or leave time, reasonable access to employees in the bargaining unit they represent on the District's premises. This access shall at all times be conducted in a manner so as not to impede normal operations, and shall include:

**1. Use of Facilities**

The Union may use school buildings for meetings to transact official Union business for reasonable time periods. Notice of such intended use must be given to the Superintendent in advance and approved as not interfering with previously scheduled use of building facilities or scheduled faculty functions. If special custodial service is required, the Board may make a reasonable charge for this service.

**2. Bulletin Boards**

Bulletin Board space at each campus shall be provided for the exclusive use of the Union in the school for posting notices of activities and other matters of Union concern.

**3. Board Meeting/Documents**

a. The Board shall place on the agenda of Board meetings for consideration any matter brought to its attention for its consideration by the Union so long as these matters are made known in writing to the Superintendent three (3) school days prior to the regular Board meeting. Upon request of the Superintendent, the Union representatives shall meet with the Superintendent prior to the Board meeting in an attempt to resolve the problem.

b. Upon request, two (2) copies of all Board minutes shall be given to the President of the Union within forty-eight (48) hours after they have been approved, but in no event later than the beginning of the next regular Board meeting. This may be accomplished by placing such minutes in his/her school mailbox.

c. The Board shall notify the Union of any contemplated changes of policy affecting employee working conditions not covered by this Agreement and afford the Union an opportunity to speak to this issue at the meeting of the Board at which a vote thereon is anticipated. The Board shall furnish the Union President with a copy of the agenda



of each Board meeting, if there be such agenda, no later than ten o'clock (10:00) a.m. on the morning of such meeting.

- d. Before any Board meeting, the Secretary of the Board shall provide at least one (1) of the designated representatives of the Union with the same written information that was provided to the press on the night of the meeting.
- e. Upon request, the Board shall furnish the Union with quarterly statements of financial position, the final budget, the annual auditor's report, the school policy manual, and revisions after such documents have been adopted by the Board.
- f. The names, mailing addresses, job titles and buildings of all those covered by the Collective Bargaining Agreement shall be provided to the Union quarterly.

4. **Bargaining Unit List**

Beginning in the month of the start of the school year (or within a month after ratification of this Agreement), and then by the end of each month thereafter, the most recent list of (1) names, (2) personal mailing addresses, (3) job titles, (4) building/worksite location(s), (5) personal home and cell telephone number on file with the employer, (6) date of hire and employee ID number, (7) work phone number and email address, and (8) any personal email address on file with the employer of all those covered by the collective bargaining agreement shall be provided to the Union monthly; such information will be provided electronically using Microsoft Excel to the council president and to membership@lcft.org at the Lake County Federation of Teachers (Local 504, 248 Ambrogio Drive, Gurnee, IL 60031).

5. **Mailboxes**

Employees may use the mailboxes and any intra-building mail system for personal or Union related materials, so long as such use does not disrupt the normal operation of the District. Employees shall have direct access to mailboxes, if desired, for purposes of distributing the above materials, provided such direct access does not disrupt the normal mailbox operations of the District. Use of school mail services shall be without U.S. postage unless otherwise required by the U.S. Postal Service. Furthermore, the Union shall indemnify and hold harmless the Board from any liability, damages, fines or other costs arising from the Union's use of such mail service.

6. **New Employees**

The Employer will provide sixty (60) minutes to the Union, without charge to pay or leave time, to meet with newly hired employees on the employer's premises or at a location agreed to between the parties within the first two weeks of employment, which typically occurs during new employee orientation held at the beginning of the school year and during the regular in-service, or at a later time if mutually agreed to between the parties.

I. **Institute Days**

Institute days, which are scheduled on the official calendar, shall be jointly planned and sponsored by the Union and the Administration, except as follows. There shall be at least four (4) local, full-day institute days per school year. One half (0.5) day will be reserved for grading and records day in accordance with Article VII Section A of this Agreement. At least one day (1) will be reserved for meetings within departments for professional development. The remaining two and half days (2.5) will be determined by the In-Service Committee.

In addition to the above, one (1) hour shall be set aside on the schedule of each local institute for a Union membership meeting as determined by Union and Administration agreement.

Classified employees shall be released with pay to attend Union membership meetings on institute days.

The parties agree to form an In-Service Committee to propose and plan local institute days. The Union shall annually appoint seven (7) members (which shall include at least two (2) Classified staff members and two (2) Lead Teachers) to the committee and the Superintendent shall also appoint seven (7) representatives.

**J. Non-Discrimination**

The Board shall not discriminate against any employee with respect to wages, hours, terms or conditions of employment by reason of his/her membership in the Union. The Union shall not permit, encourage, or otherwise discriminate against any other employee of the District who is not a member of the Union.

**K. Confidential Relations**

The Union's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

**L. Communications**

The Union shall be notified within five (5) calendar days of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or a list of members of the Union, dues payers, or non-members.

## ARTICLE IV

### EMPLOYEE RIGHTS

#### **A. Legal Rights**

Nothing contained herein shall be construed to deny any teacher his/her rights under The School Code of the State of Illinois or under other applicable laws and regulations. This Section shall not be construed so as to incorporate into this Agreement The School Code or any other constitution, statute, regulation, or court decision, nor to make grievable hereunder pursuant to the procedures prescribed in Article XII hereof any alleged violation of such school code, constitution, statute, regulation, or court decision.

#### **B. Academic Freedom**

1. Teachers shall have academic freedom in the District. Academic freedom shall mean the freedom of teachers to present instructional materials, which are pertinent to the subject and level taught and within the Board approved planned instructional program and which encourage free inquiry and learning and shall present all facts of controversial issues in a scholarly and objective manner.
2. Teachers shall be entitled to freedom of discussion within the classroom on all matters under study which are relevant to the subject, and this discussion shall be maintained within the outlines of appropriate course content.

#### **C. Appearance Before Board**

When any employee is required to appear before the Board or any Board committee concerning any matter which could adversely affect the continuation of that employee in his/her employment, or his/her salary or any increments pertaining thereto, the employee shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.

#### **D. Union Activity**

Employees shall have the right to organize, join, and assist employee organizations, to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other lawful activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of employment. Employees shall also have the right to refrain from any or all such activities.

#### **E. Employee Protection**

1. Any case of assault upon an employee while on duty with the school system shall be promptly reported in writing to the Board or its designee. The Board or designee shall provide reasonable assistance to the employee to advise the employee of his/her rights and obligations with respect to such assault, and the Board or designee shall render all reasonable assistance to the employee in connection with the handling of the incident by the appropriate authorities, including at the request of the employee, an opportunity to submit questions regarding such matter to legal counsel provided by the Board.
2. Any employee who shall be required to be absent from his/her duties because of court proceedings, or related investigations growing out of a suit against him/her for performance of his/her duties while operating within Board policy, shall not suffer any loss of salary.

3. Any complaint by a parent of a student directed toward an employee shall be reported to the employee. No disciplinary action against the employee shall be considered until an employee-administrator conference has taken place. The employee involved at his/her request may have a Union representative present at any of the above conferences.
4. In accordance with the applicable provisions of The School Code, the Board shall provide indemnification and protection against claims and suits.

## ARTICLE V

### **TEACHER EVALUATION AND PERSONNEL FILES**

#### **A. Evaluation**

1. The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of teachers.
2. Evaluations of licensed teaching staff shall be done by any ISBE certified evaluator employed by Warren Township High School. Such a qualified administrator is herein after referred to as "evaluator."
3. Notice of Formal Evaluations:
  - a. On or before the first day students are required to be in attendance at the start of the school term, the Administration shall provide teachers with written notice (either electronic or paper) of the formal evaluation procedures and the identity of the evaluator or evaluators. This shall include both the instrument and the name of each teacher's evaluator or evaluators.
  - b. When a teacher is hired after the start of the school term, the Administration will provide the newly hired teacher with such written notice of the evaluation no later than thirty (30) days after the contract hiring the new teacher is executed.
  - c. A teacher reassigned after the beginning of the school year shall be notified of his/her new evaluator within four (4) weeks of his/her reassignment. No formal evaluation of a teacher shall take place until that teacher has been so informed. Teachers and the Union shall be informed as soon as practical of any changes in evaluators that occur during the school year.
4. Observation Types:
  - a. Formal observation shall be defined as a classroom visitation for the express purpose of observing teaching methods and accomplishment of teacher goals and objectives related to the teacher's effectiveness in the classroom and in the performance of his/her other professional duties using the criteria/standards established by the Joint Evaluation Committee and agreed to by the Administration and the Union.
  - b. Informal observations mean any observations of a teacher by a qualified evaluator that are not announced in advance of the observation and not subject to a minimum time requirement.
5. When an evaluator plans to visit a teacher for the purpose of a formal observation, the evaluator and the teacher shall agree on a window of time at least one (1) work day before the formal observation. A pre-observation conference must be held prior to the formal observation during which the teacher shall submit to the evaluator a written lesson or unit plan and/or other evidence of planning for the instruction that will be conducted during the formal observation. No formal observation shall be scheduled or conducted on exam days, review days, or on days when student attendance is affected by more than fifty percent (50%). Each formal observation shall be not less than twenty-five (25) minutes. At least one formal observation must be a minimum of forty- five (45) minutes long or must consist of an observation of an entire lesson or must consist of an observation of an entire period.

Observations should commence at the beginning of a class period and end at a natural break in the observation. The evaluator shall not fail to attend on the agreed date and time without good cause.

6. Probationary teachers shall be formally observed a minimum of three (3) times during the school year, of which two (2) must be formal observations. If the Administration is considering not recommending a probationary teacher for continued employment, after consultation with observing Lead Teachers, the Administration shall have made at least one (1) additional twenty-five (25) minute formal classroom observation and evaluation. No single evaluator shall perform all four (4) observations. All formal observations of probationary teachers must be at least fifteen (15) school days apart. However, nothing shall prohibit the non-renewal of a probationary teacher in the event the probationary teacher's absence(s) prevents the Administration from completing any observation or evaluation requirements.
7. Tenured teachers whose performance is rated "proficient" or "excellent" must be formally evaluated at least one time in the course of every three (3) school years after the receipt of such summative rating. Any tenured teacher whose performance is rated "needs improvement" or "unsatisfactory", and whose employment continues into the following school year, must be evaluated at least once in the school year following the receipt of such summative rating.
8. All formal observations and summative evaluations of non-tenured teachers must be completed by the last school day in February (assuming the teacher is not on leave which prohibits completion of the evaluation by this date, in which case the summative evaluation will be completed as soon as practicable). All formal observations and summative evaluations of tenured teachers must be completed by the last school day in March.
9. Should the evaluator be unable or fail to observe the teacher at the agreed upon time, the teacher shall not be liable to submit new documents related to the observation. The teacher and evaluator shall agree upon a new observation date.
10. Following each formal observation, the evaluator shall complete a written evaluation of the observation. Within ten (10) school days of the evaluation, the evaluator shall furnish the teacher with a copy of the written evaluation and hold a conference with the teacher. If the evaluator determines that the evidence collected to date may result in the teacher receiving either a "needs improvement" or "unsatisfactory" performance evaluation rating, then the evaluator shall notify the teacher of that determination. The evaluation conference shall include, but not be limited to, a discussion of the written evaluation including strengths and recommendations for improvement, and the recommendation of and providing of assistance in achieving improvement goals where appropriate. Both the evaluator and the teacher shall date and sign all copies of the written evaluation. The signature of the teacher shall not necessarily indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the teacher is in receipt of a copy of the written evaluation.
11. If the teacher feels the formal written evaluation is incomplete, inaccurate, or unjust, the teacher may submit written objections within ten (10) school days of receipt of the written evaluation. Upon request the teacher will be granted a second post conference to discuss the evaluation. Such deadline shall be extended if additional information bearing on the evaluation becomes available after the deadline; in such a case, the teacher shall have ten (10) school days from receipt of this additional information to submit written objections.

Both teacher and evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not necessarily indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.

12. A copy of all formal written evaluations and any attached written objections shall be placed in the teacher's official personnel file. No material in evaluation of the teacher shall be maintained on file that is not in accordance with provisions on teacher evaluation given elsewhere herein.
13. In all cases where the Administration is considering not recommending a probationary teacher for continued employment, the teacher involved and Union shall be so advised. The Board shall also follow all procedures required by The School Code and court decisions.
14. Notice of intent not to rehire shall be given to the probationary teacher prior to official Board action. If the probationary teacher is completing his/her fourth year, said notice shall include a written statement of reasons. The teacher shall be apprised of the time when the motion shall be offered not to rehire so the teacher may be present and make a statement.
15. All teachers shall be rated as to standards of performance using the following rating scale in both formal and summative evaluations:

EXCELLENT  
PROFICIENT  
NEEDS IMPROVEMENT  
UNSATISFACTORY

This process will be determined by the Joint Evaluation Committee which will be comprised of equal numbers of teachers and administrators and appointed by the Union President and the Superintendent or designee.

16. Official evaluation forms pertaining to members of the bargaining unit shall be included under separate cover. Forms may be changed at the recommendation of the Evaluation Committee consisting of both Administration and faculty.

Recommendation by the committee is defined as a majority vote of the committee with all members present; or, if not all members are present, the number of votes to implement a change would be the same number needed to obtain a majority if all members were present.

**B. Needs Improvement Rating**

Within thirty (30) school days of a teacher receiving an evaluation rating of "needs improvement," the evaluator and teacher shall develop a Professional Development Plan (PDP). The PDP must explicitly address areas of performance that the tenured teacher needs to improve and must take into account the teacher's ongoing professional responsibilities. The tenured teacher must be evaluated once in the school year following the "needs improvement" rating. If the subsequent evaluation received is equal to or better than "proficient", then the teacher must be reinstated to the regular evaluation cycle.

**C. Consulting Teachers and Remediation**

The appeals process for any teacher who receives a summative rating of unsatisfactory will be included in the district evaluation plan.

1. In the case that a consulting teacher is needed for remediation the evaluator of the teacher who was rated "unsatisfactory" will select from teachers who meet the following criteria:

- a. Is a teacher as defined by this Agreement;
  - b. Has at least five (5) years of teaching experience;
  - c. Has a reasonable familiarity with the assignment of the teacher to whom he/she may serve as consultant;
  - d. Has received an “excellent” on his/her most recent evaluation; and
  - e. Otherwise meets the requirements of the School Code for a consulting teacher.
2. Where no teachers who meet these criteria are available within the district, the district shall request and the Regional Office of Education shall supply, to participate in the remediation process, an individual who meets these criteria.
3. The Board shall furnish the Union with a master list of all teachers qualified as consulting teachers and shall update such master list from time to time as names are added or deleted. The master list shall name the discipline and/or qualified teaching area of each teacher. When a consulting teacher is needed and written notice of such is delivered to the Union, the Union shall submit to the Administration a roster of at least five (5) qualified teachers from those teachers on the master list or of all such qualified teachers if that number is less than five (5), from which the Administration shall select the consulting teacher. Should the Union fail to submit a roster within ten (10) school days of receipt of request for such roster, then the Administration may select any consulting teacher, provided however that the selected consulting teacher was included on the master list the Administration furnished to the Union. Any teacher may decline to serve as a consulting teacher. To the extent practicable, consulting teachers shall be selected on a rotating basis.
4. A consulting teacher shall receive released time (schedule to be worked out as part of any remediation plan) to perform his/her duty as a consulting teacher.
5. Any teacher on continued contractual service who receives an overall evaluation composite rating of “unsatisfactory”, and the reasons for such rating are deemed remediable, shall be placed upon “remediation status.” Within thirty (30) school days of being placed upon remediation status, a remediation plan shall be developed by the District for implementation to correct the remediable deficiencies cited. The remediation plan shall last ninety (90) school days. Teachers must be evaluated at the midpoint and at the end of the ninety (90) school day remediation period. Participants in the plan shall include the teacher, a qualified evaluator, and a consulting teacher selected by the evaluator. The written remediation plan shall contain the following components:
  - a. Description of the condition(s) in need of change
  - b. Clear definition of an acceptable level of performance
  - c. Plan of identified expectations to be achieved
  - d. Indication of assistance to be provided
  - e. System of monitoring progress
  - f. Indicators for success
  - g. Resources needed
  - h. Timeline for completion
6. The written remediation plan shall be dated and signed by all the participants, with one (1) copy placed in the teacher’s official personnel file and one (1) copy sent to the Union.
7. The evaluator must conduct a mid-point and final evaluation of the teacher during the remediation period, and meet with the teacher within ten (10) school days after the evaluation to provide a copy of the evaluation and discuss the written evaluation and ratings. While the consulting teacher shall participate in the drafting and implementation of the



remediation plan and shall provide advice and counsel to the teacher rated “unsatisfactory” on how to improve teaching skills and to successfully complete the remediation plan, the sole responsibility for the formal evaluations shall rest with the evaluator. If the teacher on remediation status is subsequently evaluated with an overall rating of “proficient” or higher, the teacher shall be reinstated to the regular evaluation schedule for tenured teachers. If the teacher does not receive another “unsatisfactory” “or needs improvement” evaluation for seven (7) years, the remediation plan and previous “unsatisfactory” evaluation shall be removed from the teacher’s official personnel file, if so requested by the teacher. In accordance with School Code, for any teacher who fails to complete any applicable remediation plan with a rating equal to or better than a "proficient" rating the end of the ninety (90) school day remediation plan, the Board shall automatically institute dismissal procedures against the teacher in accordance with Section 24-12 of the Illinois School Code.

8. The consulting teacher shall not be required by either party to participate in any dismissal hearing. The Board shall hold harmless consulting teachers from any legal liability arising from the performance of their responsibilities as consulting teachers.

**D. Personnel Files**

1. Teachers shall be informed no later than ten (10) school days after the commencement of the school term of procedures employed by the Administration in placing materials in the teachers’ files and the opportunity to respond thereto unless such procedures have not changed from the preceding school term; in any case, such information shall be communicated to teachers at the beginning of the school year. New employees shall be informed of such procedures within four (4) weeks of the first day of employment. In any case, a teacher may submit written response to any item placed in the personnel file in accordance with the above procedures within ten (10) working days of notice of inclusion or by the end of the school term, whichever is longer. Such deadline shall be extended if additional information bearing on the item placed in the personnel file becomes available after the deadline; in such case, the teacher shall have ten (10) working days from receipt of this additional information to submit a written response.
2. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. The teacher shall make an appointment with the Superintendent or designee for such review. Upon the teacher’s written request, a Union representative may accompany the teacher in this review. Such review shall be conducted in the presence of the designated administrator.
3. Material which may be of a disciplinary nature placed in the teacher’s file will be removed after five (5) years if no other incidents occur during that period of time, if the teacher has never been placed on remediation by the Board or received a Notice of Remedy from the Board, with the written removal request being the responsibility of the teacher to initiate; however, this provision concerning the removal of disciplinary material from the personnel files shall not apply to disciplinary material which is related to egregious behavior that endangers students’ health or safety. Beginning with the first day of the 2024-2025 school year, the foregoing paragraph #3 will expire and henceforth be removed from the 2023-2027 contract.
4. Confidential material, such as recommendations by colleges or universities, or evaluations by previous employers, shall not be placed in the teacher’s personnel file described herein.
5. Information which has not previously been made known to the teacher in writing may not be used for disciplinary purposes.

## ARTICLE VI

### CLASSIFIED EMPLOYEE PERFORMANCE AND DUTIES

#### **A. Job Descriptions**

The duties of the classified employees shall be defined in accordance with their job descriptions. Job descriptions shall be developed or revised by the Administration with timely input from the Union and/or the employee and approved by the District. A copy of the job description applicable for the employee's particular classified position shall be provided to that employee within a reasonable time upon assuming a bargaining unit position, and upon request thereafter, and upon request from the Union. When job descriptions are developed or revised, affected employees will be provided with a copy of the new or revised job description prior to its implementation.

#### **B. Probationary Period**

All new employees shall be probationary for the first year of employment. During this period, the Board may terminate the employee without cause. After the probationary period, the employee may be dismissed only for just cause or reduction-in-force.

#### **C. Discipline**

At any meeting with an administrator during which discipline may be considered, the employee shall have the right to Union representation. Any discipline more severe than a verbal reprimand shall be progressive in nature and for just cause.

#### **D. Reduction-In-Force (RIF)**

For the purposes of reduction-in-force, the bargaining unit shall be divided as follows among the classifications found in Article XI:

##### JOB CLASSIFICATIONS

- Job Classification I (Clerical)
- Job Classification II (Nurses and CNAs)
- Job Classification III (Paraprofessionals)
- Job Classification IV (Maintenance)
- Job Classification V (Technology)
- Job Classification VI (Security)

Upon the decision of the School Board to reduce the number of employees, it shall designate such reduction by the job classification groupings as above. The employee with the least seniority within the job classification grouping shall be dismissed unless the remaining employees in the job classification are not qualified to fill the job of the least senior employee. In such an event, the next least senior employee with a job that can be filled by the remaining qualified employees within the classification shall be dismissed.

In accordance with Article XI, Job Classification I is comprised of four (4) wage range levels. It is understood that each wage range level of employees within Job Classification I represents a grouping of jobs whose qualification and responsibilities are reasonably similar, with those in Level D requiring the greatest degree of qualifications and responsibilities. As a result, unless special circumstances to the contrary are present, employees within a level shall be considered qualified to fill the job of employees within that level and those levels with jobs requiring less qualifications and responsibilities. Conversely, unless special circumstances to the contrary are present, employees within a level shall not be considered qualified to fill the job of employees in those levels with jobs requiring greater qualifications and responsibilities.

**E. Personnel Files**

1. Employees shall be informed no later than ten (10) school days after the commencement of the school term of procedures employed by the Administration in placing materials in the employees' files and the opportunity to respond thereto, unless such procedures have not changed from the preceding school term; in any case, such information shall be communicated to employees at the beginning of the school year. New employees shall be informed of such procedures within four (4) weeks of the first day of employment. In any case, an employee may submit written response to any item placed in the personnel file in accordance with the above procedures within ten (10) working days of notice of inclusion or by the end of the school term, whichever is longer. Such deadline shall be extended if additional information bearing on the item placed in the personnel file becomes available after the deadline; in such case, the employee shall have ten (10) working days from receipt of this additional information to submit a written response.
2. Each employee shall have the right, upon request, to review the contents of his/her personnel file. The employee shall make an appointment with the Principal or designee for such review. Upon the employee's written request, a Union representative may accompany the employee in this review. Such review shall be conducted in the presence of the designated administrator.
3. Material which may be of a disciplinary nature placed in the employee's file will be removed after five (5) years if no other incidents occur during that period of time, with the written removal request being the responsibility of the employee to initiate; however, this provision concerning the removal of disciplinary material from the personnel files shall not apply to disciplinary material which is related to egregious behavior that endangers students' health or safety. Beginning with the first day of the 2024-2025 school year, the foregoing paragraph #3 will expire and henceforth be removed from the 2023-2027 contract.
4. Confidential material, such as recommendations by colleges or universities, or evaluations by previous employers, shall not be placed in the employee's personnel file described herein.
5. Information which has not been made previously known to the employee in writing may not be used for disciplinary purposes.

**F. Evaluation**

1. A common evaluation instrument will be used in the evaluation of employees. The Union may submit recommendations to the Administration concerning an evaluation instrument, but the content of the evaluation instrument shall be at the sole discretion of the Administration.
2. Within thirty (30) working days after employment or following a significant change in the evaluation instrument, employees shall be notified of the evaluation instrument in use and expectations for their job performance.
3. Generally, work shall be evaluated on an informal, on-going basis. When deemed appropriate by the Administration, the evaluation shall include an observation of the employee's performance. Observations shall be of reasonable length.
4. Within five (5) employee working days following the writing of the evaluation, the evaluator shall have a meeting with the employee to discuss the evaluation, provided that the employee is not absent or unavailable. At such conference, the evaluator shall give a copy of

the evaluation to the employee and, thereafter, properly place the evaluation in the employee's personnel file. As part of such an evaluation, the evaluator shall seek to identify ways by which the employee may overcome deficiencies, which are noted. The employee shall acknowledge receipt of such copy by signing the evaluation. The signature of the employee does not necessarily indicate agreement with the evaluation. Within fifteen (15) employee working days of receipt of the evaluation, the employee may attach any rebuttal or comments. The attachment shall be placed in the personnel file.

5. Probationary employees will receive at least one (1) formal evaluation during the first year probationary period. Beginning with the school year following completion of the first year probationary period, each non-probationary classified employee shall receive at least one (1) formal evaluation every two (2) school years.
6. Each classified staff member who is scheduled to receive a written performance evaluation will receive notification of such upcoming evaluation:
  - a. within ten (10) working days of the start of the school year;
  - b. within ten (10) working days of the date of hire (if a new employee);
  - c. if in an off-cycle year, no less than thirty (30) calendar days before the date of an evaluation meeting.

**G. Wage Reclassification**

An employee may apply for wage reclassification based on the responsibilities of the job and the duties regularly performed by the individual. An employee shall be given copies of any job descriptions upon request. The employee who wishes to apply for reclassification shall file the request, along with rationale for this change, to the immediate supervisor not more than once during the term of any Collective Bargaining Agreement; a copy of the request shall be provided to the Union, and the Union may submit its reaction to the request in writing within ten (10) work days of receipt. The supervisor shall respond with the decision, complete with rationale and response to each point in the application if denied, within thirty (30) work days of receipt of the application or the reaction of the Union, whichever is later; a copy of the response shall be provided to the Union. If the employee is not satisfied with the response, that employee may appeal the decision to the Superintendent by filing a written request to do so within ten (10) working days of receipt of the response.

The decision to the application for wage reclassification shall be forthcoming based on the merits of the request. It is not appropriate for the supervisor to defer a decision to the next collective bargaining between the Union and the Board, unless such negotiations are imminent or are already underway at the time the response is due.

## ARTICLE VII

### TEACHER WORKING CONDITIONS

#### **A. School Year**

The school year shall consist of one hundred eighty-two (182) workdays, and five (5) workdays for emergency purposes. Any unneeded emergency days, up to a maximum of five (5) workdays, shall be removed from the school year calendar. A minimum of one (1) work day per school year from among the one hundred eighty-two (182) work days shall be designated as a non-pupil attendance day to be held between the first and second semesters, and at least one-half (1/2) of which shall be used as a records/grade day for teachers, provided such day shall qualify as a legal non-pupil attendance day.

#### **B. School Day/Teacher Load**

The normal teacher load each day shall consist of eight (8) consecutive periods unless otherwise agreed upon by the Union. The day shall consist of:

1. Five (5) academic classes that follow normal teaching expectations.
2. One-half (1/2) supervisory period for the full year, or one (1) supervisory period for one (1) semester. The Board recognizes the value of providing academic and/or social emotional support for students throughout the school day. In order to maximize engagement and support students, two representatives from Administration will meet twice annually with two representatives from the Union to discuss options for prioritizing supervision in a resource room or other academic support space, including study hall, industrial tech room, fine arts room, or for identifying other options that prioritize academic and/or social emotional supports for students for the following semester or school year. It is understood that any such options identified are subject to the constraints of building facilities, staffing levels, student scheduling, enrollment, and the budget. It is further understood that supervision may be cafeteria duty, study halls or other duties as needed within the school day. Supervision shall not include activities that require prior planning. However, by Lead Teacher request and principal approval, teachers may be permitted to work the equivalent of a full semester of supervisory time spread out across the full school year (e.g., full supervisory periods worked on alternating days).
3. One and one-half (1½) preparation periods for the full year, or one (1) preparation period one semester and two (2) preparation periods the other semester.
4. One (1) duty-free lunch period.
5. Lunch and preparation periods may be used for other meetings at the option of the teacher. When teachers are called to attend an IEP meeting during their lunch or prep period, they will be paid at the internal sub rate, as approved by administration on time sheets.
6. During lunch periods and preparation periods during which a teacher has no supervisory responsibilities, the teacher may leave the school building without loss of pay or leave time, provided said teacher signs out in the main office, indicating the teacher's destination, and provided the teacher signs in upon return to the District. As professionals, teachers agree not to use preparation periods away from the building for business that could be routinely taken care of on non-school hours.
7. Each full-time teacher shall schedule fifty (50) minutes per five-day week as regular office hours. This time shall be used to meet with students, to return phone calls to parents, to

confer with administrators and other teachers, and to perform the other many responsibilities that devolve upon the teacher as a professional. Each teacher's schedule shall be submitted for approval to the Principal or designee in the first week of the semester. Schedules that are designed to accomplish these purposes shall not be denied. From time to time, as the needs of the teacher change, such teacher may amend the previously submitted schedule subject to approval.

On a given day, all or part of such above time may be waived without loss of leave, pay, or benefits, when, because of occasional unforeseen circumstance or emergency, the teacher must leave immediately after the end of the last period or must arrive just before the start of first period. In such an instance, the teacher shall so notify the Principal or designee as soon as possible. Such waiver shall not be unreasonably denied.

In the event that an alternative schedule is used, the schedule will be altered to guarantee equality within five (5) minutes of meeting times in all classes by the end of the following week.

8. Eighteen (18) days of the school year shall be designated for School Improvement Days (SIP). Two (2) full SIP days or four (4) half SIP days shall be reserved for use by the Administration if they so wish. All other SIP days will be jointly determined by the Administration, Lead Teachers and Assistant Superintendent for Instructional Services. These days are reserved for the continued development and planning for Professional Learning Teams.

In the event that an alternative schedule is implemented that provides time for Professional Learning Teams to meet, the Administration and the Union may agree to eliminate the eighteen (18) SIP days.

9. School Counselors will receive ten (10) days paid pro-rata for use during the summer: four (4) days immediately after the school year, four (4) days during the two weeks preceding the first day for teachers, and two (2) days during July to be jointly scheduled with their supervisor. Post-Secondary Counselors will receive ten (10) days paid pro-rata for use during the summer, which will be jointly scheduled with their supervisor. Counselors who are not able to work any of these days will not get paid for the missed day.
10. School Nurses will receive ten (10) days for use during the summer, which will be jointly scheduled by the Supervisor and Nurses. Nurses may use all or none of these days. Nurses will be paid pro-rata.
11. Full-time Case Managers will receive eight (8) days for use during the summer, which will be one (1) day immediately after the school year. By mutual agreement between a Case Manager and Supervisor, a Case Manager may receive up to two (2) additional days (for a maximum of ten (10) days). Case Managers who are not able to work any of these days will not get paid for the missed day. Case Managers will be paid pro rata.
12. Program Case Managers (i.e. case managers who teach) will not have a duty or supervision. By mutual agreement between a Program Case Manager and Supervisor, a Program Case Manager may receive up to three (3) days for use during the summer. Any such agreed-upon days will be jointly scheduled. Program Case Managers who are not able to work any of these days will not get paid for the missed day. Program Case Managers will be paid pro rata.
13. Social Workers and School Psychologists will receive three (3) days for use during the summer which will be jointly scheduled with their supervisor. Social Worker/School Psychologists who are not able to work any of these days will not get paid for the missed day. Social Workers and School Psychologists will be paid pro rata.

14. Post-Secondary Counselors, School Counselors, Case Managers, School Psychologists, Speech and Language Pathologists, Social Workers, Nurses and other related service providers will not have a supervisory period per Article VII.B.2.
15. School Counselors and Post-Secondary Counselors will work two (2) evening events outside contractual hours as part of professional duties for no additional compensation. Any evening event beyond these two that requires School Counselor or Post-Secondary Counselor attendance, will be compensated according to the summer school rate of pay. Post-Secondary Counselors and School Counselors may opt to be compensated in the form of compensatory (comp) time in lieu of payment.
16. Certified Bilingual School Psychologists will receive a five thousand (\$5,000) per year stipend. The District will reimburse up to two-thousand dollars (\$2,000) for the cost of coursework necessary to support obtaining approval or endorsement applicable to be a Certified Bilingual School Psychologist to all current and newly employed District 121 Bilingual Psychologists. To be eligible for this stipend, the psychologist must meet criteria established by the National Association of School Psychologist's Bilingual School Psychologist certification and provide proof of certification status.
17. A two-thousand-dollar (\$2000) stipend per intern will be paid annually to each School Psychologist who serves as a School Psychology Intern Supervisor.

**C. Assignments**

1. New and Vacant Positions

New positions are those which did not previously exist within the District and vacant positions are those which did previously exist in the District. When filling new and vacant positions, the District shall follow the Illinois School Code, 105 ILCS 24-1.5. After the Board has determined to fill a new or vacant position and after employees have been afforded their recall rights, the Administration shall post notice of any established and available new or vacant positions in the bargaining unit or in any administrative position. Such positions shall not be permanently filled for a period of five (5) working days (5 calendar days during the summer) after the posting of the vacancy notice. Employees will be notified by email of all vacancies and new positions.

2. Voluntary Transfer Between Buildings

Voluntary transfers between buildings are those transfers which are requested by the teacher. Teachers wishing to be considered for transfer to new or vacant positions for the upcoming school year must notify the Superintendent in writing by no later than February 1<sup>st</sup> indicating reasons for requesting the transfer and the position desired. Subject to the criteria for filling new and vacant positions set forth above, the Administration will consider such requests when filling new and vacant positions for the upcoming school year, provided the Administration has knowledge of the vacancy by April 1<sup>st</sup>. After April 1<sup>st</sup>, teachers must respond to individual job postings, and teachers may respond to individual job postings at any time during the year. If a teacher who requests a transfer does not receive the transfer, then upon written request, he/she shall be given the reason(s) in writing why his/her request was denied.

This subsection does not apply to changes of assignment requested within each building.

3. Involuntary Transfer Between Buildings

Before any involuntary transfer from one building to the other becomes necessary, the Administration shall first actively seek qualified volunteers as determined in accordance with

the criteria below. If no volunteers are found, the Administration shall consider overall distribution of experience levels at each building; each individual teacher's experience, strengths, and weaknesses; number of teachers needed at each location; certification and legal qualification requirements; seniority in the District. No single criteria shall be determinative.

Any teacher who is involuntarily transferred, upon written request, shall receive the reasons in writing. Involuntary transfers shall not be made unreasonably.

This subsection does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.

4. Travel Between Buildings

Teachers who are assigned regular school day assignments (excluding co-curricular assignments) at both campuses on the same day shall be reimbursed for travel between such high schools at the District mileage rate. Payment for mileage shall occur within sixty (60) days. Teachers shall not be scheduled to travel during the preparation period or duty-free lunch period as provided in Article VII, B.3. and B.4., respectively.

5. Notice of Assignments

Teachers shall be given written notice of their tentative assignments for the forthcoming school term prior to the end of the current school term. Teachers shall be notified in writing of any anticipated change in that assignment as soon as practicable, such notice to be mailed to the address on file with the Board if school is not then in session, or by personal delivery via email or written communication to the teacher. The teacher shall be given the opportunity to discuss this change by requesting a conference within one (1) week of the notice having been given or mailed. If the notice is given after June 30<sup>th</sup>, the teacher may submit his/her resignation within two (2) weeks of the date of such notice, such resignation to be effective no earlier than fifteen (15) calendar days from the date thereof. If the notice is given after the first day of student attendance, the teacher may submit his/her resignation within two (2) weeks of the date of such notice, such resignation to be effective as soon as a suitable replacement can be employed. Any resignation pursuant to this Section shall not be subject to any policy on liquidated damages as may be hereafter adopted by the Board arising from said resignation.

**D. Posting of Supervisory Positions**

A complete listing of anticipated compensatory supervisory assignments (Saturday School, etc.) for the following school term shall be posted by electronic mail.

**E. Summer Programs and Bridges Evening Program**

If a summer or Bridges evening program is conducted by the Board, preference for employment shall, to the extent feasible, be given to the teacher as defined herein. No other provision of this Agreement shall be applicable to any summer program.

**F. Faculty Meetings**

A teacher shall not be required to attend a meeting outside his/her normal school day more than once per academic quarter provided at least one (1) weeks' notice is given in advance. Otherwise, a teacher shall not be required to attend any meetings outside his/her normal school day except in unusual or unanticipated circumstances. No meetings shall be conducted for longer than fifty (50) minutes after the close of the student day of the building of assignment for that teacher, except in an emergency.



#### **G. Student Discipline**

1. Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.
2. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board's decisions regarding student discipline are not subject to the grievance procedure.
3. A teacher shall be responsible for the conduct of his/her class and for maintaining order in his/her presence in the school building and on school grounds.
4. A teacher may exclude a pupil from a class period when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable. Before taking such action, the teacher shall:
  - a. give the student fair warning;
  - b. give the student explicit and clear instructions of what behavior is expected.

When a student is so excluded by a teacher, the student shall be sent from the classroom to the dean. The teacher involved in the incident shall submit a timely explanation of the nature of the offense.

The dean shall, in his or her sole discretion, take appropriate action seeking to solve the discipline problem. Should this decision include the readmittance of the pupil to class, the teacher shall be notified in writing of the conditions under which readmittance is granted. It is understood that the written response shall be accomplished as soon as practical after a student returns to class.

#### **H. Facilities/Equipment/Assistance**

1. At least one (1) teacher working area per building for use of all teachers separate from the teachers' lounge shall be established. The Board shall seek to provide appropriate facilities to permit teachers to better meet their teaching assignments.
2. The Board shall provide a clerical assistant to process teacher mail and to handle the teachers' duplicating and typing needs of school-related materials, subject to the supervision of the Principal or designee.
3. Teachers shall be provided with desks and filing cabinets. Teachers will also have access to laptops, phones, copiers, and printers.
4. Parking facilities shall be provided for teachers. The Administration shall make reasonable effort to maintain this area, including the feasible removal of snow and ice in the winter months, and the plowing of the faculty lot before the student lot. The provision of such a facility is for the convenience of the teachers and the Board assumes no responsibility of liability thereby.
5. A teachers' lounge shall be available within each school building.
6. A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks which would endanger his/her health or safety, provided this Section shall not be construed to terminate, reduce, or otherwise affect a teacher's obligation toward students.

#### **I. Reduction in Force/Seniority**

1. The Board shall reduce staff through the issuance of honorable discharges pursuant to

Section 24-11 and 24-12 of The School Code. Teachers honorably discharged who shall subsequently be rehired by the Board shall be credited with all past experience previously acknowledged by the District and shall be credited with any sick leave they had accumulated prior to such discharge.

2. In the event it becomes necessary to reduce the number of teachers for economic reasons or because of reduction or elimination of programs, the Board shall in all respects adhere to the procedures and criteria governing such dismissals which are set forth in The School Code.
3. The Joint Honorable Dismissal Committee will yearly assess the overall summative scores. If the Committee finds that a downward trend exists by majority vote, the Union may grieve the summative scores for remedy.
4. For purposes of this Section, "seniority" and "continued service" shall mean teaching service in the District uninterrupted by resignation or reemployment. Leaves of absence shall not be deemed an interruption of service, but a teacher shall not receive a year of seniority credit for any unpaid leave of absence that either exceeds one whole semester, or ninety-one (91) work days.
5. If seniority of teachers shall be equal, preference shall be determined by the date of Board action to approve the initial contract. If seniority between two or more teachers is identical, then the teachers' respective scheduled salaries shall determine seniority, with the higher(est) paid teacher ranked more senior and so on. If there continues to be a tie, the teacher with the greater total length of public-school teaching experience shall be considered more senior. If there still continues to be a tie, the District shall determine seniority using a transparent lottery method.
6. Prior to November 1<sup>st</sup> of each school term, the Administration shall post in the teachers' lounge a listing of the seniority rank of all tenured teachers in the School District. Each teacher shall have thirty (30) employment days after posting to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objection shall be deemed acceptance of the ranking and the teacher cannot thereafter challenge his/her seniority for the school term.

**J. Mentoring Committee**

The Administration will convene a committee a minimum of twice yearly, once a semester, to plan and evaluate a mentoring program. The committee will be made up of a number of Administrators, Lead Teachers and Union Leadership, as decided by the committee.

**K. Safety and Security**

1. The Board and the Union recognize that safety and security are critical concerns for employees of the District. The Board also recognizes that employees can provide valuable insights and suggestions related to safety and security in the District. Therefore, the Board President shall appoint one member of the Union to the Board Safety Committee as provided by the Union President. The Board Safety Committee shall meet at least three (3) times per year.
2. The Safety Committee may review the following issues related to the safety and security of the District including but not limited to:
  - a. Buildings & grounds
  - b. Security systems & infrastructure
  - c. Policies & procedures relating to safety and security (student handbook committee)
  - d. Other issues related to the safety and security of the District

## ARTICLE VIII

### CLASSIFIED EMPLOYEE WORKING CONDITIONS

#### A. Work Day

##### 1. Regular Work Schedules

All employees shall work a regular work day in accordance with the schedule below:

The regular work day for employees assigned to Almond Campus shall begin at 7:00 a.m. and continue until 3:30 p.m.

The regular work day for employees assigned to O'Plaine Campus shall begin at 7:30 a.m. and continue until 4:00 p.m.

Starting and ending times may be adjusted according to the needs of the District or at the mutual agreement of the employee and supervisor. Except in an emergency, the District shall provide two (2) weeks written notice before changing any regular shift hours. Each work day shall contain two (2) separate paid fifteen (15) minute duty free breaks and one thirty (30) minute unpaid duty-free lunch, or one (1) paid fifteen (15) minute duty free break and one forty-five (45) minute lunch (thirty (30) minutes unpaid) if approved by the supervisor. Breaks and/or lunch may be combined to allow a classified employee up to one (1) hour of consecutive duty-free time provided that the classified employee obtains prior supervisor approval. This cannot be used at the start or the end of a work day.

##### 2. Special Work Schedules

###### a. Classification II (including CNAs)

The normal workday for employees in the category of nurse shall start ten (10) minutes before the first period and shall end ten (10) minutes after the last period. Nurses shall receive a fifty (50) minute lunch, and two (2) fifteen (15) minute break periods, one in the morning and one in the afternoon, each workday.

###### b. Classification III

The normal workday for Classification III employees (paraprofessionals) shall start ten (10) minutes before first period and shall end ten (10) minutes after the last period. Paraprofessionals shall receive one (1) duty-free lunch period each workday. The Lead Paraprofessionals shall have one (1) prep period for both semesters each school year starting in the 2024-2025 school year.

###### c. Classification IV and Classification VI

Classification IV employees (maintenance) and Classification VI employees (security) shall work regular shift hours as determined by the District. The District shall provide two (2) weeks written notice before changing any regular shift hours. Each work day shall contain the same break and lunch schedule as provided in Section A.1. above.

###### d. Summer Schedules

Employees scheduled to work during summer recess shall work the days and hours designated by the District; the District shall provide two (2) weeks written notice before changing any regular shift hours, unless otherwise agreed to by the employee.

If summer recess assignments include regular full-time classified staff generally working Monday through Thursday ten and a half (10.5) hour days, those days shall be inclusive of one thirty (30) minute unpaid duty free lunch and two (2) separate paid fifteen (15)

minute duty free breaks or one (1) paid fifteen (15) minute duty free break and one forty-five (45) minute lunch (thirty (30) minutes unpaid and fifteen (15) minutes paid). Additionally, regular full-time classified staff may take one forty-five (45) minute lunch (thirty (30) minutes unpaid and fifteen (15) minutes paid) Monday through Thursday, not take their fifteen (15) minute break Monday through Thursday and leave one (1) hour early on the last day of the week upon supervisor approval.

e. Remote Work Days

Regular full-time clerical staff (Classification I) and technology staff (Classification V) shall be allowed up to two (2) remote work days per year. Remote work days must be non-student attendance days. A remote work day must be requested in writing at least two (2) work days in advance and is subject to supervisor approval.

f. Time Keeping

Each hourly classified employee shall maintain an accurate record of working time by means of a District provided timekeeping device.

3. Off-Site Training Outside of Regular Work Hours

If an employee, by mutual agreement with the employer, attends a training session off-site outside the employee's regular working hours, the employee shall be compensated for such additional hours, plus shall be paid the District mileage rate for travel between the District and the site. If an employee, by mutual agreement with the employer, attends a training session on-site outside the employee's regular working hours, the employee shall be compensated for such additional hours.

4. Cafeteria Closure

When the cafeteria is closed during the employee's lunch period, the lunch period shall be extended by fifteen (15) minutes, with a corresponding extension of the workday, so long as a majority of the employees in a work group desire the change; in such case, all employees in the work group shall follow the revised schedule. Work groups shall be defined as: maintenance employees; custodial employees; and secretarial employees who work in the same office area. Work groups housed in different buildings shall be treated as separate work groups.

This provision shall be subject to the right of the immediate supervisor to deny the extension of the lunch period/work day, provided such denial is not unreasonable.

**B. Overtime**

All hourly employees shall be paid one and one-half (1½) times their hourly rate for hours worked in excess of 40 hours per week. Any hours worked Saturday or Sunday shall be compensated at one and one-half (1½) times the regular rate regardless of the forty (40) hour rule. From among hours paid but not worked, only holidays and emergency closings shall count as hours worked for purposes of the FLSA forty (40) hour rule. Additionally, as set forth in Article VIII.E, any hours actually worked with Supervisor approval on a scheduled holiday shall be compensated at two and one-half (2 ½) times the hourly rate for all time worked.

**C. Work Year**

The work year is based upon the legal school year running from July 1<sup>st</sup> to the following June 30<sup>th</sup>. The school term shall be the one hundred eighty-two (182) days set by the Board pursuant to The Illinois School Code. The District may elect to declare a shutdown of school operations for bargaining unit classified employees which shall be paid. There shall be a maximum of three (3) such days per work year, and all such days shall be designated no later than March 1<sup>st</sup> of the preceding school year.

Employees who are regular full-time employees shall work twelve (12) months per work year. Employees who are regular part-time employees shall work the school term and any other days before, during (includes “not in attendance” days as identified in the school calendar) and after the school term deemed necessary by the District.

The District shall inform the regular part-time employees of their work schedule for the ensuing school term and additional days deemed necessary no later than June 1. No later than June 1, the District shall inform said employees of the earliest date by which the employee will be required to start work for the ensuing school term. Nothing herein shall prohibit an employee not given the above notice from voluntarily agreeing with the District to work additional days.

For paraprofessionals and nurses, the school year shall consist of one hundred eighty-two (182) workdays. For paraprofessionals hired into a paraprofessional position before the 2010-2011 school year, contractual holidays at Article VIII, Section E are not paid; for paraprofessionals hired during or after the 2010-2011 school year, contractual holidays at Article VIII, Section E are paid. The nurses may be required by the building administration to work up to ten (10) additional workdays each year; the nurse and the building administration shall work together to schedule potential additional summer workdays. Any unneeded emergency days up to a maximum of five (5) workdays shall be removed from the school year calendar. Compensation for the paraprofessionals’ work year shall be as provided in Article XI.E. Compensation for the nurses’ work year shall be as provided in Article XI. E.

**D. Vacations**

Each regular full-time employee shall be entitled to vacation in accordance with the following provisions:

1. Vacation Accrual

Effective with the 2018-2023 Agreement, during the first fiscal year of employment (i.e., first date on which employee is physically present on the job through June 30<sup>th</sup>), employees will receive ten (10) days of vacation, which shall be pro-rated to reflect the number of months worked from the first day of physical presence on the job through June 30<sup>th</sup>. A month shall only be counted for pro-ration purposes if the employee is physically present on the job on or before the 15<sup>th</sup> day of the month.

On the following July 1<sup>st</sup>, and each July 1<sup>st</sup> thereafter, an employee will be eligible for and granted ten (10) days of vacation annually, until the start of the fiscal year in which he/she will reach the five (5) year service milestone, at which point on that July 1<sup>st</sup>, and each July 1<sup>st</sup> thereafter, he/she shall be eligible for and granted fifteen (15) days of vacation annually, until the start of the fiscal year in which he/she will reach the twelve (12) year service milestone, at which point on that July 1<sup>st</sup>, and each July 1<sup>st</sup> thereafter, he/she shall be eligible for twenty (20) days of vacation annually.

Example: An employee’s first physical day of presence on the job is February 17, 2020. He/she shall be eligible for and granted on February 17, 2020,  $4 \times 0.833 = 3.33$  days of vacation for the remainder of the fiscal year. On July 1, 2020, and each July 1<sup>st</sup> thereafter until the next service milestone, he/she shall be eligible for and granted ten (10) days of vacation. On July 1, 2024, and each July 1<sup>st</sup> thereafter until the next service milestone, he/she shall be eligible for and granted fifteen (15) days of vacation. On July 1, 2031, and each July 1<sup>st</sup> thereafter, he/she shall be eligible for and granted twenty (20) days of vacation.

For purposes of this Agreement, length of service shall mean length of continuous service to the District. Length of continuous service for purposes of determining eligibility for movement from one rate of vacation accrual to another shall be computed as of the first date of

employment as a regular full-time employee and each anniversary date (i.e., service milestone) thereafter. Furthermore, the transfer of a regular part-time employee to a regular full-time position shall not be deemed an interruption in service for purposes of vacation accrual. Effective with the 2018-2023 Agreement, a year of service for said regular part-time employee will be considered the same as a year of service for a regular full-time employee. For example, a regular part-time employee (e.g., 10-month employee) who worked six (6) years for the District and moves into a regular full-time position in his/her 7<sup>th</sup> year will for purposes of this section be credited with six (6) years of regular full-time service and will be allotted fifteen (15) vacation days per year until the next level of accrual and in accordance with the above.

2. Eligibility for Use of Accrued Vacation

Requests for vacation for the months of June, July, and August will be processed on a first come first served basis. No more than ten (10) work days may be used at one time, except in cases in which the Supervisor may approve more than ten (10) work days depending on the circumstances, and at the Supervisor's sole discretion.

3. Vacation Carry-Over

An employee shall have the right to carry over not more than ten (10) unused vacation days to the next fiscal year. All carried over days will be used in the following vacation year first and before that year's normal allotment of vacation days are used, and any carried over days not used in the following vacation year will expire on June 30. Any days carried over may not be used for calculations and/or payouts for severance agreements.

**E. Holidays**

All hourly employees, including paraprofessionals paid hourly, shall be granted the day off with pay for each of the following holidays:

- Independence Day (regular full-time employees only); if Independence Day falls on a weekend, it shall be observed on the nearest weekday.
- Labor Day
- Indigenous Peoples Day \*
- Election Day (when designated a school holiday by the Illinois General Assembly)
- Veterans Day \* (when it falls on a weekday)
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day (when it falls on a weekday for regular full-time employees)
- Christmas Day
- New Year's Eve Day (when it falls on a weekday for regular full-time employees)
- New Year's Day
- Martin Luther King Day
- Presidents Day
- Pulaski Day \*
- Memorial Day
- Juneteenth (regular full-time employees only, when it falls on a weekday)

\*In the event Indigenous Peoples Day, Veterans Day or Pulaski Day are not observed by the District, the District reserves the right to substitute, and will substitute, an alternative day off.

Any hours actually worked with Supervisor approval on a scheduled holiday shall be compensated at two and one-half times the hourly rate for all time worked.

If the State of Illinois or the District declares any of the above to be dropped from the list of recognized school holidays, that day shall no longer be a paid holiday. In such case, the wage rate of each hourly classified employee shall be increased by ten cents (\$0.10) per hour above and beyond any other increase, beginning at the start of the school year in which the change is implemented.

When a holiday falls within a period of paid leave or vacation, the holiday will be paid instead of vacation or other leave. To be eligible for holiday pay, an employee must have been employed for fifteen (15) calendar days (i.e., the first physical day of work must be at least fifteen (15) calendar days before the holiday) prior to the holiday. An employee must have worked or been authorized leave on the workday before and after the paid holiday to receive pay for the holiday.

**F. School Closing**

When school is canceled or shortened due to inclement weather or other emergencies, regular full-time employees shall not be required to work and shall suffer no loss or reduction in pay. Regular part-time employees shall receive no loss or reduction in pay in the event that school is closed early as a result of inclement weather or other emergencies and the shortened day qualified as a legal school day. In the event of an early closing, the released time for employees is at the discretion of the Administration. This section shall not apply to Classification IV employees. Employees who the Administration require to report to work during an emergency or school building closure shall be paid at a rate of one and one half (1½) times the regular rate of pay.

**G. Assignment**

1. Job Postings – Vacancies

Any job vacancy shall be posted for a period of not less than five (5) working days (Five (5) calendar days during the summer) before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to the posted terms and conditions. If an employee is not selected, upon written request, the employee shall be given the reasons for the decision in writing.

2. Voluntary Transfer Between Buildings

Classified staff employees shall have a right to request a voluntary transfer between buildings for the following school term by placing such request in writing and submitting the request to the designated administrator, no later than April 30<sup>th</sup> of the preceding school year.

Timely submitted building transfer requests shall be honored if appropriate to do so after the Administration considers various factors. The Administration may consider continuity with the supervisor; overall distribution of experience and skill levels at each building; each individual classified staff employee's experience, strengths, and weaknesses; number of classified staff employees needed at each location; seniority in the District.

If the transfer is not granted, the classified staff employee, upon written request, shall receive the reasons in writing. Voluntary transfer requests to vacant positions shall not be unreasonably denied.

This subsection does not apply to changes of assignment requested within each building.

Transfer requests submitted after the April 30<sup>th</sup> deadline may be considered, but application of the provisions of this subsection shall be at the discretion of the administration.

3. Involuntary Transfer Between Buildings

Before any involuntary transfer from one building to the other becomes necessary, the Administration shall first actively seek qualified volunteers as determined in accordance with

the criteria below. If no volunteers are found, the Administration shall consider continuity with the supervisor; overall distribution of experience and skill levels at each building; each individual classified staff employee's experience, strengths, and weaknesses; number of classified staff employees needed at each location; seniority in the District. No single criteria shall be determinative.

The preceding paragraph does not apply to changes of assignment within each building nor transfers as a result of reduction-in-force.

Any classified staff employee, who is involuntarily transferred, upon written request, shall receive the reasons in writing. Involuntary transfers shall not be made unreasonably. If the employee disagrees with the transfer, he/she may submit a written appeal to the Superintendent.

4. Travel Between Buildings

Classified employees who are assigned workday assignments at both campuses on the same day shall be reimbursed for travel between such high schools at the District mileage rate. Requests for mileage reimbursement shall be made within sixty (60) days.

5. Notice of Assignments

Paraprofessionals shall be given written notice of their tentative assignments (location and general department) for the forthcoming school term prior to the end of the current school term. Paraprofessionals shall be notified in writing of any subsequent anticipated change in that assignment as soon as practicable, with such notice to be mailed to the address on file with the Board if school is not in session, or by personal delivery via email or written communication to the paraprofessional if school is in session. The paraprofessional shall be given the opportunity to discuss this change by requesting a conference with the immediate supervisor within one (1) week of the notice having been given or mailed.

**H. Facilities/Equipment/Assistance**

1. Paraprofessionals shall be provided with secure spaces for personal items. Paraprofessionals will also have access to Chromebooks or laptops.
2. Paraprofessionals will have access to "IEP at a Glance" provided by the case manager, the regular education teacher, or the special education teacher for students over whom they have responsibility for and subject to FERPA and ISSRA guidelines.

**I. Posting of Supervisory Positions**

A complete listing of anticipated compensatory supervisory assignments (Saturday School, etc.) for the following school term shall be posted by electronic mail.



## ARTICLE IX

### LEAVES OF ABSENCE

#### A. Paid Leaves of Absence

##### 1. Sick Leave

###### a. *Sick Leave for Teachers*

Each regular full-time teacher who begins the school year as a paid employee of the District shall receive a normal annual allotment of sick leave days for the new school year in accordance with the following schedule:

# of Accumulated unused sick leave days at start of school year	New sick days to be received
0-89	12
90-119	14
120-139	16
140-179	18
180+	20

All sick leave days will be allotted on the first day of school. Teachers whose employment begins "mid-year" shall receive a pro-rated number of sick leave days for the first year of employment.

###### b. *Sick Leave for Classified Staff*

Each regular full-time classified employee who begins the work year as a paid employee of the district shall be entitled to a total of fifteen (15) sick leave days with full pay per work year. Each regular part-time classified employee who begins the work year as a paid employee, shall be entitled to a total of thirteen (13) sick leave days with full pay per work year. Such sick leave shall accumulate without limit. All sick leave days will be allotted on the first day of the employee's work year. Classified employees whose employment begins "mid-year" shall receive a pro-rated number of sick leave days for the first year of employment.

###### c. *Sick Leave Definition and Use*

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption or acceptance of a child in need of foster care. Sick leave shall not be applicable to surgical or other procedures, which may be postponed without significant medical effect to the summer or a school holiday or vacation period. The immediate family for purposes of this Section shall include: spouse, children, parents, parents-in-law, brothers, sisters, grandparents, great-grandparents, grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians or wards. The Administration may approve the use of sick leave for the serious illness or death of someone with whom the employee has a significant relationship who is not a member of the immediate family or household; such decision shall be non-precedential. Serious illness shall be defined as that which jeopardizes the life of the family member or a medical emergency, which confronts a family member.

###### d. *Physician's Certificate*

The Board may require a physician's certificate, or if the treatment is by prayer or spiritual

means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases. If the Board does require a physician's certificate or a certificate from a spiritual advisor as a basis for pay during leaves of less than three (3) consecutive days, the Board shall pay, from school funds, the expenses incurred by the teacher or other employee in obtaining the certificate.

- e. *Use of Sick Leave for the Birth, Fostering or Adoption of the Employee's Child* (See also Paid Parental Leave - Section A.1.f. of this Article IX)

Prior to the adoption or fostering of a child, the employee is entitled to use as much of the employee's own sick leave as is necessary to complete the process (e.g., court appearances, home visits, travel outside the local area). The employee shall submit documentation of the adoption or fostering process and any related activities. Additionally, an employee who is in the process of adopting or fostering a child may request to use paid sick leave if other extenuating circumstances arise. In such event, the employee shall submit documentation of the extenuating circumstances. After the placement of the child, the employee is entitled to use up to thirty (30) work days sick leave of the employee's accumulated sick leave. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process regarding taking custody of the child or accepting the child in need of foster care in addition to using such sick leave upon taking custody of the child or accepting the child in need of fosters care.

With respect to birth, prior to the delivery of the child, the employee is entitled to use as much of the employee's own accumulated sick leave as a qualified medical professional determines is necessary as a result of an employee's pregnancy, provided that the employee submits documented proof of such determination. After the delivery of the child, the employee is entitled to use up to thirty (30) work days sick leave of the employee's accumulated sick leave, which days may be used at any time within the 12-month period following the birth of the child. The use of up to thirty (30) working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of non-working days or school not being in session, such as for summer, or spring break or holidays, that may occur during the use of the paid sick leave. If a qualified medical professional determines that the employee requires additional sick leave or disability time beyond the thirty (30) days of sick leave, then the employee shall be entitled to use additional days of accumulated sick leave upon submission of proper documentation. If such employee shall have exhausted accumulated sick leave, the employee shall be granted a leave of absence without pay, and without other benefits except as provided in the FMLA and Illinois School Code during such period of disability subject to Subparagraph B.3. Unpaid Disability Leave, and Subsection C. General Conditions for Leaves of Absence, below.

- f. *Paid Parental Leave Days* (See also IX.A.1.e. above)

Employees eligible for FMLA shall be granted a paid parental leave of up to five (5) days for the birth, fostering or adoption of a child for whom the employee will be a parent or guardian. Paid parental leave days are in addition to any of the employee's own paid sick leave days. Paid parental leave days must be used within twelve (12) months of the child's birth or placement and shall not accumulate if unused. Such paid leave shall run concurrent with Family Medical Leave (FMLA).

g. *Employees who Resign Before Completing Their Work Year*

An employee's right to the use of the full allotment of sick leave days in their initial year of employment with the District is premised on the expectation that he/she will remain an employee of the District for the entire year. If an employee informs the District of his/her intent to leave employment with the District prior to the end of the school term, the number of sick days granted in Subparagraph A.1.a. and A.1.b. above shall be reduced pro-rata by the portion of the school term the employee will not be employed by the District. The employee is not liable to repay the District for sick days used but not earned. This Paragraph shall not apply to employees who begin an unpaid leave of absence after the start of the school term.

h. *Informing Employees of Number of Available Sick Leave Days*

The exact number of sick leave days to which all employees shall be entitled during the school year shall be made available through the applicable employee management system.

2. Funeral and Bereavement Leave

Funeral leave of a maximum of three (3) workdays (which may be used in full or half- day increments) shall be granted for each death in the immediate family as defined above in Subparagraph A.1.c. and grandparents of spouse. Funeral leave of one (1) workday shall be granted for each death of an aunt, uncle, niece, or nephew if the employee utilizes such day for attendance at the funeral. Additional funeral leave may be granted by the Superintendent. Funeral leave shall be non-cumulative.

Family Bereavement Leave shall be in accordance with the Illinois Family *Bereavement Leave Act* (820 ILCS 154/1 *et seq.*).

3. Personal Leave

a. Personal Leave Use and Definition

All employees shall be allowed up to three (3) work days of personal leave each school/work year at full pay. Unused personal leave days will not carryover to the following school/work year but shall accumulate as unused sick leave days. Personal business, as defined herein, shall mean an activity that requires the employee's presence during the school/work day and is of such a nature that it cannot be attended to at a later time when school/work is not in session or at the conclusion of a working day or on weekends. Personal leave shall not include any activity producing taxable income (other than the sale of the employee's residence). Employees shall not be required to provide the specific reason for the leave but shall affirm that such use is consistent with the provisions of this Section. Personal business may include, but is not limited to, attending weddings, graduations, and religious obligations along with taking a child to or from college.

b. Notice for Use of Personal Leave

Except in case of emergencies, two (2) work days written notice of the necessity for personal leave shall be submitted to the Superintendent or designee. In the case of emergency or in the event it is not possible to give the two (2) work days' notice, the emergency shall be explained to the Superintendent or designee who may grant such leave.

c. Limitations on the Use of Personal Leave

No more than two (2) personal leave days can be used on consecutive work days (e.g., Mon-Tues, Fri-Mon). The work day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency, religious holiday or other appropriate unavoidable conflict. Additionally, personal days cannot be used on the first seven days or the last five days of student

attendance unless preapproved for dropping off/picking up college dependents.

Employees may use personal leave in full or half-day increments (i.e., first four periods/hours or second four periods/hours). In an emergency, and with the principal/supervisor's prior approval, an employee may request to use less than a half day of personal leave or to use personal leave on three (3) consecutive work days. However, the granting of an exception shall be in the principal/supervisor's sole discretion and shall be non-precedential.

4. Religious Leave

In addition to the above, upon written application to the Superintendent or designee, at least five (5) days in advance, the Board shall grant an employee a leave of absence without loss of pay for a maximum of two (2) work days during each school year for the purpose of observing a recognized religious holiday of the employee's faith. This leave shall not be applicable to any religious observance which does not compel absence from employment.

5. Professional Leave

Upon approval of the principal or designee, employees may attend with full pay professional conferences, meetings, or workshops. Upon approval, employees may also be reimbursed for necessary out-of-pocket expenses incurred in such attendance. Application for leave to attend such meetings shall be submitted in writing to the principal or designee as soon as practicable. If timely application for leave is denied by the initial designee, an appeal may be brought to the Superintendent or designee.

Professional leave shall be approved and distributed among staff on an equitable and consistent basis. The Union acknowledges that equitable and consistent application does not mean pure quotas or an even numeric distribution, and that several other factors also must be considered. This Paragraph shall be considered non-contractual in nature in order to allow the parties an opportunity to monitor the issue. Consequently, grievances arising under this Paragraph shall not be processed beyond the Superintendent level.

6. Jury Duty & Court Leave for School Related Business

An employee shall experience no loss in pay or paid leave benefits because of jury duty, or for serving as a witness or appearing for a deposition pursuant to a subpoena for a school-related matter pending in court. The employee shall submit his/her jury duty pay or witness payments to the Business Office and the Business Office shall return any portion of such pay that is designated by the court as reimbursement of the employee's travel expense. Employees required to appear for jury duty, or to testify in a school-related matter, shall immediately provide their supervisor with a copy of the summons or subpoena.

7. Accident Leave / Workers Compensation

In case of any accident or injury arising out of and in the course of employment, and while the employee is acting pursuant to Board policy, the involved employee shall make every effort to report the incident immediately according to District procedures. The Board shall continue the employee's wages in full until Workers Compensation payments begin and after such payments begin, the Board shall pay the difference between Workers Compensation payments and the contractual salary or wages of the employee for a period not to exceed thirty (30) calendar days. All such payments shall be without reduction in accumulated sick leave of the employee. This Paragraph shall cease to be effective on such date, as the employee shall qualify for disability benefit under the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund.

The Board and the Union acknowledge that, at the time the parties reached a tentative

agreement on the terms of this Contract, this provision was unresolved. At that time, the parties agreed to continue discussions about possible modifications to this provision. Accordingly, this provision may be modified during the term of this Contract. Any modifications will be memorialized in a written Memorandum of Understanding.

**B. Unpaid Leaves of Absence**

All employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (Subsection C.) and any other specific conditions which may apply as set forth below in Subparagraphs B.1. through B.8.

1. Unpaid Parental Leave – Tenured Teachers and Non-Probationary Employees

Any tenured teacher or non-probationary classified employee shall be entitled to parental leave without pay, and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA). Tenured teachers and non-probationary classified employees may be permitted to remain on an unpaid parental leave of absence for the balance of a school year plus up to an additional three semesters, not to exceed four semesters. Unless the Board and Superintendent agree to a different return date, the tenured teacher or non-probationary classified employee shall return to work at a semester break.

2. Unpaid Parental Leave - Non-Tenured Teachers and Probationary Classified Employees

At the discretion of the Superintendent and Board, a non-tenured teacher or a classified employee with less than two (2) full years of service, may be approved for an unpaid parental leave without pay and without other benefits except as provided in the Family and Medical Leave Act of 1993 (FMLA), subject to Subsection C.3., Structuring of Unpaid Leaves of Absence, below, giving primary consideration to maintaining the continuity of instruction for students and ensuring that the leave is of the shortest possible duration required to meet the leave’s purpose, but not to exceed the duration of unpaid parental leave available to tenured teachers and non-probationary employees as set forth above in Subsection B.1.

3. Unpaid Disability Leave

a. Eligibility

Any employee who is disabled as defined in Board Policy 5:180 and who has exhausted all available sick leave shall be entitled to disability leave without pay, and without other benefits except as provided under the FMLA subject to the conditions set forth in Subparagraph b.

b. Duration of Unpaid Disability Leaves of Absence

Unless the Superintendent and Board determine that exigent circumstances justify a longer unpaid leave of absence, the duration of unpaid leaves of absence shall not exceed the following after the exhaustion of any paid leaves which may be applicable:

<u>Year of Employment with the District</u>	<u>Maximum Period of Unpaid Leave</u>
1st Year	30 Consecutive Work Days
2nd through 4th year	60 Consecutive Work Days
5th through 15th year	90 Consecutive Work Days, or for 90 Non-Consecutive Work Days out of 120 Consecutive Work Days from the same illness or incapacity
16th year and after	120 Consecutive Work Days, or for 120 Non-Consecutive Work Days out of 180 Consecutive Work Days from the same illness or incapacity

Nothing in this Subparagraph shall be deemed to deprive any employee of any leave provided for in the FMLA or by virtue of military service.

4. Unpaid Professional Leave

Any employee may request a leave without pay or other Board paid benefits for the purpose of engaging in study at an accredited college or university and reasonably related to his/her professional responsibilities, participating in exchange teaching programs in other school districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps; employee Corps of Job Corps as a full time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; to serve as a consultant or director of a teacher center; or for other such purposes as determined by the Board and subject to the general conditions set forth in Subsection C. below.

5. Unpaid Public Office Leave

A leave of absence shall be granted to any employee for the purpose of serving in a state or national public office to the extent necessary for such activities subject to the general conditions of Subsection C. below.

6. Unpaid Part-Time Leave of Absence

Upon written request of the employee and approval of the Board, a tenured teacher or non-probationary employee may be granted a Part-Time Leave of Absence. This may be on a daily basis, on a weekly basis, or a combination of the two.

The granting of a Part-Time Leave of Absence shall have no effect on the tenure or non-probationary status of the employee.

If granted, Part-Time Leaves of Absence shall be for specific periods of time. This time period shall not be greater than one (1) calendar year; however, the employee may ask for renewal of the Part-Time Leave of Absence, and it may be granted at the sole and non-precedential discretion of the Board.

Employees on Part-Time Leave of Absence shall receive pay and benefits on a basis prorated to the proportion of active non-Leave of Absence employment. Seniority shall accrue proportionately to the time actively at work. Whenever an employee works the equivalent of fifty percent (50%) or greater of a work year during one (1) or more work years (whether part of each work day for the full work year or the full work day for part of the work year), that employee shall be eligible to advance on the salary schedule the next school year. Time worked in excess of fifty percent (50%) shall not be cumulative.

7. Military Leave

The status of employees, including the contractual continued service status of teachers, who serve in the U.S. Armed Services, or any of its reserve components and the National Guard, shall be determined in accordance with state and federal laws. Employees who are absent from work because of their service in the U.S. Armed Services, or any of its reserve components and the National Guard, shall be granted leave without pay, unless otherwise required by law. Such leave shall not exceed five (5) years unless state or federal law otherwise requires. Employees will give prior notice of their military leave as early as possible, at least thirty (30) days prior to departure when it is feasible to do so. The re-employment rights of employees returning from military service will be applied in accordance with state and federal laws.

8. Other Unpaid Leave

Any employee may request a leave without pay, and without benefits except as provided in the FMLA and Illinois School Code, for such other purposes appropriate as determined by the Board. Any such leave the Board grants at its discretion under this section shall comply with Section C,

General Conditions for Unpaid Leaves of Absence.

**C. General Conditions for Leaves of Absence**

Unless otherwise set forth in this Agreement, any leave of absence granted by the Board for the reasons stated in Subsection B. above is subject to the following general terms and conditions listed in paragraphs 1 through 11 below.

1. Time Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the proposed start of the leave, except if the reason giving rise to the leave request occurs after the ninety (90) calendar day deadline, in which case the application will be made as soon as practicable. Except for parental leave or leaves for which the reason giving rise to the need for leave occurs later than the deadline, leaves for the following school year shall have applications submitted no later than February 1<sup>st</sup> of the preceding school year.

2. Medical Substantiation

a. Requests for Leave

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement including the nature, anticipated extent, and duration of medical disability.

b. Return from Leave

If requested in writing by the District, evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least seven (7) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons.

If an employee has provided the District with a physician's statement which states that the employee is fit and able to return to work, but the District has obtained a physician's statement which states that the employee is not fit and able to return to work, then the District may require the employee to remain away from work by placing the employee on paid administrative leave without loss of sick leave until such time as the physicians of both the employee and the District are in agreement as to the fitness and ability of the employee to return to work. If the physicians are unable to agree on the employee's fitness and ability to return to work within one (1) week of being notified by the parties of the other physician's conflict of opinion, a third physician mutually selected by the District and the Union shall assess the employee's fitness and ability to return to work. Both the District and the employee agree to abide by the third physician's opinion. The employee shall reasonably cooperate with the District in assisting the physicians in making a timely determination. If the physicians agree or the third physician determines that the employee should not have returned to work, then the District shall deduct the amount of paid administrative leave which was paid out to the employee from the employee's salary or sick leave. If the physicians agree or the third physician determines that the employee should have returned to work, then the employee shall be allowed to retain the amount of paid administrative leave which was paid out to the employee.

3. Structuring of Unpaid Leaves of Absence

The employee and the Superintendent or designee shall agree on a plan for the commencement and termination of any unpaid leave of absence recommended for approval giving primary consideration to maintaining the continuity of instruction for students and ensuring that the leave is of the shortest possible duration required to meet the leave's purpose.

4. Sick Leave

Sick leave shall not be applicable during the period of any unpaid leave, except upon mutual agreement on a non-precedential basis between the employee and the Superintendent in the interests of continuity of instruction. Any accumulated sick leave available at the commencement of the leave shall be available to the employee upon return to regular employment in the District.

5. Insurance Benefits

Subject to the insurance carrier's approval, an employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction. Nothing in this Subparagraph shall be deemed to deprive any employee of paid insurance benefits provided for in the FMLA.

6. Notice of Intent to Return

Any employee granted an unpaid leave shall advise the Superintendent or designee in writing no later than February 1<sup>st</sup> prior to the termination of such leave that he/she intends to return to regular employment. The District shall provide the employee a reminder of the February 1<sup>st</sup> deadline by no later than January 15<sup>th</sup> and such reminder shall include a notice of the fact that the failure to advise the Superintendent or designee of intent to return as required by this Subparagraph shall be treated as an election not to return to regular employment and as a resignation from the District.

7. Impact of Leave on Tenure Acquisition – Non-Tenured Teachers

For a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days, provided that any days of leave under the FMLA that the teacher is required to take until the end of the school term shall be considered days of teaching or participation in the District's educational program. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

8. Impact of Leave on Probationary Status - Classified Employees

Any period while such employee is not working will not count toward the employee's completion of his/her probationary period. Leaves taken in accordance with the District's Family and Medical Leave Policy (FMLA) and the Family Medical Leave Act and/or leaves of absence of ninety (90) working days or less shall not constitute a break in probationary service with the District.

9. Eligibility for Wage and Salary Increases

a. Teachers and Regular Part-Time Employees

To be eligible for any wage or salary increases, a teacher or regular part-time employee who was on a leave of absence must actually work the entire fall semester, the entire spring semester, or, if the leave spans both semesters, the teacher or regular part-time employee must work at least ninety-one (91) days of the school year to advance to the next wage rate or salary step as though the entire year had been completed.

b. Regular Full-Time Employees

For purposes of advancement on the compensation schedule or receiving the regular wage rate increase, an employee shall be regularly employed one half (1/2) or more of the working days for that employee during that employee's work year, and if so shall be entitled to advancement thereon or wage rate increase as though the entire year had been completed.



10. Board Discretionary Leave

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence (i.e., Unpaid Parental Leave—Non-Tenured Teachers and Probationary Classified Employees, Unpaid Professional Leave, Unpaid Part-Time Leave of Absence, and Other Unpaid Leave) under any conditions deemed appropriate. The granting or denying of an unpaid discretionary leave or extension shall be non-precedential with respect to any other request for discretionary leave by an employee in the District. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

11. Eligibility for Further Leaves

Anything in the Section to the contrary notwithstanding, an employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such employee has returned to regular employment for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect. Nothing in this Subparagraph shall be deemed to deprive any employee of any right to a leave as provided for in the FMLA.

12. Employer Rights - FMLA

Nothing in Article VII.B. Unpaid Leaves of Absence, shall be construed to deprive the Board of any employer rights provided for in the FMLA.

**D. Effect of Emergency School Closing on Leave**

When the school is officially closed by the Superintendent, no leave days previously arranged by an employee shall be deducted for such emergency days.

## ARTICLE X

### TEACHER COMPENSATION AND FRINGE BENEFITS

#### A. Payroll Procedure

Teachers' paychecks shall be issued on the first regularly scheduled payday on or after the teachers' first contractual day of work and thereafter bi-weekly on Friday. Any adjustments/corrections such as unpaid leave, overtime, overpayments/underpayments, and the like shall be made as soon as practicable.

If the regular pay date falls on a day when school is not in session (except during summer recess), checks shall be issued on the workday preceding the payday.

Paychecks shall be evenly divided over twenty-six (26) checks with the final paychecks issued on the last scheduled Friday payroll in June. Any balance in the Board's contractual salary due a teacher shall be paid to that individual on the next regularly scheduled payroll on or after June 15<sup>th</sup>.

Mandatory Direct Deposit: All teachers and classified employees are required to be enrolled in direct deposit. Pay vouchers will be provided on each scheduled pay date. Enrollment forms must be received in the Business Office within the first thirty (30) days of employment. In the event an employee does not have a bank account, the District will provide a paper check.

Except as provided herein, all coaches and sponsors entitled to a stipend in accordance with Appendix B shall receive the stipend in a lump sum. However, when an employee is entitled to a stipend in accordance with Appendix B that is greater than \$1,500.00, the employee has the option to elect to receive the payment divided over twenty-six (26) pay periods in lieu of a lump sum payment. Eligible employees wishing to elect to receive payment over twenty-six (26) pay periods must provide notice of that election by August 1<sup>st</sup> of each year, unless the employee becomes a coach or sponsor mid-year, in which case the employee may elect to receive the stipend in a lump sum payment or in installments across the remaining pay periods for the year. The failure to provide notice of an election by the deadline will result in payment by lump sum. For those employees electing a lump sum payment, the end of the season for all Fall activities will be the last pay day in October. The end of the season for all Winter activities will be the last pay day in February. The end of the season for all Spring activities will be the last pay day in May. If an employee who is scheduled to be a coach or sponsor receives payment with regular salary in advance of performing the assignment and then does not perform the assignment, the District shall have the right to recover the advance payment through payroll deduction on whatever schedule it deems appropriate, with notice to that employee; alternatively, the employee shall reimburse the District the entire amount paid in advance owed to the District.

#### B. Insurance and Other Benefits

Amount of Contribution and Policies of Health Insurance.

The Board shall contribute for each full-time teacher in accordance with the schedule below.

##### PPO 500

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of the Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

### PPO 750

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of the Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

### HMO Illinois

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

### HMO Blue Advantage

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

### \*Participation in the Wellness Program

The District shall provide a Wellness Program designed and managed by a Joint Wellness Committee appointed by the board and the Union. To receive the full 100% Single / 70% Dependent District contribution toward insurance, an Employee must enroll and participate in the Wellness Program. Employees who elect not to enroll and participate in the Wellness Program shall have their contribution reduced by 3% of the cost of the single premium for the insurance plan (i.e., PPO 500, PPO 750, HMO Illinois, or HMO Blue Advantage) in which the Employee is enrolled. Employees must enroll in and annually participate in the Wellness Program before October 15<sup>th</sup> of each year to avoid the reduction for not participating in the District's Wellness Program.

### PPO 500 Example

Annual Single Premium = \$11,117.40 X .03 (3%) = \$333.52

\$333.52 = 3% of Annual Single Premium

If an employee elects not to enroll in the Wellness Program, the contribution he/she receives toward single, employee + spouse, employee + child(ren) or family PPO 500 health insurance coverage shall be reduced by 3% of the annual cost of the PPO500 single insurance coverage, which in this example is a \$333.52 annual reduction.

### HMO Illinois Example

Annual Single Premium = \$8,117.76 X .03 (3%) = \$243.53

\$243.53 = 3% of Annual Single Premium

If an employee elects not to enroll in the Wellness Program, the contribution he/she receives toward single, employee + spouse, employee + child(ren) or family HMO Illinois health insurance coverage shall be reduced by 3% of the annual cost of the HMO Illinois single insurance coverage, which in this example is a \$243.53 annual reduction.

### Time Period for Health Insurance Coverage

During the eligible teacher's first year of employment, insurance coverage shall be from as near the first day of actual work as possible through June 30<sup>th</sup>. In subsequent years of employment, the eligible teacher's coverage shall be for 12 months (July 1 – June 30). The insurance coverage for an eligible teacher whose employment terminates "mid-year" shall cease thirty (30) calendar days either (1) after the Board meeting approving the termination of employment, (2) after the teacher's resignation, or (3) after the teacher's last day of actual work, whichever is later. The insurance coverage for an eligible teacher who retires from the District shall continue through August 31<sup>st</sup> of the calendar year in which he/she retires provided he/she actually worked through the end of the

previous school year.

#### Dental and Vision Insurance

The Board shall also provide individual coverage under both group dental and vision insurance policies. Unless prohibited by law, the District shall offer 4-tiers (i.e., single, employee + spouse, employee + child(ren) and family) of dental and vision coverage. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing July 1<sup>st</sup>.

#### Changes to the Level of Hospital/Major Medical, Dental and Vision Coverage

Group hospital/major medical, dental and vision policies of insurance as described in Article X. B.1. above shall provide no less coverage than the policies selected by the Board and Union for the 2018-2019 insurance year, except for changes: (1) to which the Board and the Union mutually agree pursuant to Article X.B.7. (Insurance Advisory Committee); and/or (2) that are required to be made at the initiation of the insurance carrier.

#### Life Insurance

The Board shall also contribute for employees the cost of the premium for fifty thousand dollars (\$50,000) of group life insurance. However, the amount of group term life insurance may be reduced for teachers who are seventy (70) and older in accordance with the schedule of benefits established by the group term life insurance carrier.

#### Section 125 Plan

- a. The Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs. For dependent care costs, Employees will be allowed to deduct the maximum amount permitted by law. For non-reimbursed medical expenses, Employees will be allowed to deduct the maximum amount permitted by law, so long as it does not exceed five thousand (\$5,000) dollars annually.
- b. The Board shall pay any upfront fees and costs incurred in initiating this plan. Each employee who chooses to participate shall pay any monthly fees required for such participation.
- c. As of the start of the plan year (January 1 – December 31) following the ratification of this Agreement, the Board shall amend its Section 125 Plan to allow a two and a half (2 ½) month grace period for employees to spend down any unused FSA funds from the previous plan year. Any such funds must be spent before March 15<sup>th</sup> of the following plan year.

#### Insurance Advisory Committee (IAC)

- a. The Insurance Advisory Committee shall be comprised of three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Union President. The IAC shall meet not less than four (4) times per school year. The IAC shall advise the Board and the Union on the following issues related to all the above insurance plans, including:
  1. risk and premiums;
  2. coverage;
  3. carrier/vendor/Third Party Administrator;
  4. available options;
  5. structure of insurance coverage; and
  6. other issues related to all above insurance plans.
- b. The IAC shall receive from the District and Union all information necessary to adequately study these issues, including, but not limited to, a copy of the preliminary renewal document, any documents modifying the preliminary renewal document and the final renewal document.
- c. An agenda of matters to be discussed by either party shall be provided to the other, in writing,

no less than three (3) workdays prior to an IAC meeting.

- d. Any recommendation of the IAC shall be negotiated by both the Board and the Union prior to implementation.
- e. The IAC shall initiate its meetings by October 1<sup>st</sup> each year. It shall submit its recommendation to the Board no later than April 15<sup>th</sup>. If no recommendation is made to the Board by April 15<sup>th</sup>, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection. If either party rejects the recommendation in part or in whole or fails to take action within thirty (30) days of the recommendation, then the parties shall proceed to abide by the provisions of paragraph (d) of this subsection.

#### National Health Care Reform

For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement that are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.

If a change in applicable federal or state statute causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which has heretofore been untaxed, but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute.

If a change in applicable federal or state statute causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit which is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute.

Nothing in this Section shall be construed to require any increase in the Board's percent contribution as provided for in Subsection B.1. above, except that if any change in applicable federal or state statute requires a change in such contributions, then the parties agree to reopen this Agreement for renegotiations on that issue.

#### Domestic Partner

Warren recognizes domestic partnerships for health care benefits as per applicable laws. Should the laws change to no longer recognize domestic partnerships, Warren reserves the right to maintain these benefits.

### **C. TRS Contributions**

The Board shall remit for each teacher the full employer percentage required by law.

### **D. Job Postings**

Any job vacancy shall be posted for a period of not less than five (5) working days (five (5) calendar days during the summer) before being permanently filled. A temporary employee may be employed during this posting period if needed; however, no position shall be permanently filled until the end of the posting period. Employees may apply for the posted position subject to the posted terms and conditions. If an employee is not selected, upon written request, the employee

shall be given the reasons for the decision in writing.

**E. Compensation and Wages for New Employees**

All new teachers will be hired at BA 1, Step 1.

All School Counselors, Post-Secondary Counselors, Speech/Language Pathologists and Social Workers and will be hired at no less than MA, Step 1. All School Psychologists will be hired at no less than MA 30, Step 1. In the Administration's discretion, a new teacher may be placed at a higher step or lane based on the new teacher's experience and qualifications and/or if the position is hard to fill, but in no case higher than Step 10.

**F. Horizontal Movement on Compensation Schedule**

Teachers shall typically take graduate level courses at or through an accredited four year college or university that must pertain to District school improvement goals including but not limited to RtI, professional learning team departmental goals, CRISS training, differentiated instructional techniques, scientifically based effective teaching techniques, scientifically based classroom management techniques, and curriculum in the subject area in which the teacher is certified, or in the field of education, in order to move horizontally on the Compensation Schedule. Coursework or seminars related to coaching or activity sponsorship responsibilities will not be approved. Both in person and online course work will be accepted for lane change and tuition reimbursement as long as the online course work includes interactive activities. In the context of an online course, an 'interactive' course is one in which participants must log in at the same time and interact with each other as in a face-to-face setting or one in which the interaction must be instructor led discussion through an online forum.

All course work to be submitted for reimbursement or lane change usage must be approved by Superintendent or designee. A certified employee shall qualify for horizontal movement when official notice and transcripts covering courses completed is received by the Superintendent or his/her designee. All horizontal movement shall occur with the first check of the first semester. Revision of compensation shall occur retroactive to the beginning of the school term (first check) if unofficial notification is received prior to the first day of classes and an official transcript is received within thirty (30) days after the beginning of the school term. After a teacher completes two (2) full years of employment as a teacher in the District, he or she shall be eligible for a maximum of one (1) lane change per school year. Once a teacher completes four (4) full years of employment as a teacher in the District, he or she shall be eligible to change multiple lanes in a single school year one time only during his or her employment with the District. Aside from the exceptions noted herein, the one (1) lane change per school year rule applies.

In addition to the foregoing, credit for horizontal movement to the BA+15 column shall only be awarded for course credits earned following acquisition of the BA degree. Similarly, credit for horizontal movement to the MA+15, MA+30, MA+45, and MA+60/Doctorate lanes shall only be awarded for course credits earned following acquisition of the MA degree. Movement into MA+60/Doctorate lane shall end after the 2014/2015 school year. All currently MA+60/Doctorate eligible employees must have met movement requirements. Employees currently on MA+60/Doctorate lane or those achieving the step by the end of the 2014-2015 school year shall continue on the salary schedule with this designation.

Any teacher who has been granted credit for horizontal movement for course credits earned prior to acquisition of the BA and/or MA degrees in any school year prior to the 1993-94 school year shall suffer no loss of credits because of the language of this paragraph.

**G. Overload Compensation**

If the best interests of the District require additional class assignments the affected teacher shall

be compensated per class period rate of pay times number of days worked pursuant to the appropriate Appendix of this Agreement.

Example:

Teacher A

Level MA, Step 14

2023-2024 Salary Schedule

Contract Salary	(A) \$91,133
Number of Days in Contract Year	(B) 182
Contractual Pay Per Day	(A)/(B) = (C) \$500.73
Overload Pay Per Day (1/5.5)	(C)/ 5.5 = \$91.04*

\* Multiplied by Number of Days Working an Overload

#### H. **Tax Sheltered Annuities**

At the request of any employee, the Board shall make a payroll deduction to be forwarded to a tax-sheltered annuity, 457 plan, or other 403(b) product of the employee's choice pursuant to the terms of the Board's 403(b) plan.

#### I. **Longevity Pay**

Teacher Longevity-Master Lane or Beyond:

Each teacher on the Master lane or beyond who has received salary plus longevity, or any teacher who is newly eligible for longevity (having spent a school year on the last step of the Master lane or beyond of the salary schedule), shall receive a salary increase of 3.5% of the teacher's prior year's salary. Longevity shall no longer appear on the salary schedule.

Horizontal Movement for Teachers on Longevity-Master Lane or Beyond:

If a teacher on longevity moves horizontally to a higher lane, for the year that the horizontal move is made, that teacher shall receive their prior year's salary, plus the difference at the last step in their lane between the old and new lanes for that year, plus the 3.5% longevity increase. For the years following, the teacher shall receive the standard 3.5% longevity salary increase of 3.5% of the teacher's prior year's salary (inclusive of the difference at Step 16 amount and the prior year's 3.5% increase) as before the horizontal move was made by the teacher.

For example, if an employee on longevity with a Masters in 2023-2024 school year making \$98,554 horizontally moves to a Masters +15 in the 2024-2025 school year, this employee shall receive \$98,554 (the prior year's salary) plus the difference between step 16 MA and step 16 MA+15, which in 2024-2025 is \$104,144 minus \$99,520 (which is \$4,624) plus 3.5% increase.

\$98,554  
+\$4624  
=\$103,178  
+3.5%  
=\$106,789

#### J. **Teacher Leadership Positions**

At least sixteen (16) teachers shall be hired for the position of Lead Teacher and shall receive an annual stipend per school year. The amount of the stipend shall be based on the number of teachers for whom the Lead Teacher is responsible, excluding themselves, but including Special Education and ELL teacher(s) they are responsible for, as specified below:

Math, Science, Social Studies, Special Education, and English will have two lead teachers per department (one at each campus). Physical Development and World Language will have two lead

teachers per department (one at each campus) during the term of this 2023-2027 Agreement. Fine Arts, Business and Industrial Technology will have one Lead Teacher during the term of this 2023-2027 Agreement. The Administration shall determine where other Lead Teacher positions shall be assigned based on District needs.

Lead Teachers

1-10 Teachers	20% of BA1
11+ Teachers	22% of BA1

Lead Teachers shall not be assigned a supervision. Lead Teachers shall teach four (4) academic classes. Supervision and class assignments for Special Education Lead Teachers will become effective at the start of the 2024-2025 school year. The job descriptions of the Lead Teacher shall be filed under separate cover.

The Lead Nurse shall receive a stipend of 17% of BA1  
 PLT Leaders shall receive a stipend of 4% of BA1

**K. Curriculum Writing, Homebound Instruction, Internal Substitution, Visual Recording, Industrial Arts Instruction, Summer School, and Bridges Program**

Teachers who perform the following upon the request of the District shall receive compensation as follows:

	<u>SY 24</u>	<u>SY 25</u>	<u>SY26</u>	<u>SY27</u>
Homebound Instruction (per hour)	\$62.50	\$65.00	\$67.50	\$70.00
Visual Recording (per hour)	\$30.00	\$30.00	\$30.00	\$30.00
Industrial Arts Instruction (per hour)	\$50.00	\$50.00	\$50.00	\$50.00
Substitute Teacher (per hour)	\$57.50	\$60.00	\$62.50	\$65.00
Curriculum Writing (per hour)	\$42.50	\$45.00	\$47.50	\$50.00
Professional Services (per hour)	\$42.50	\$45.00	\$47.50	\$50.00
Bridges Evening Program - Teacher & Counselor (per hour)	\$52.50	\$55.00	\$57.50	\$60.00
Bridges Evening Program – Supervisor (per hour)	\$37.50	\$40.00	\$42.50	\$45.00
Summer School (per hour)	\$47.50	\$50.00	\$52.50	\$55.00
Summer School Parapro (per hour)	\$22.50	\$25.00	\$27.50	\$30.00

Curriculum writing shall remain a voluntary activity. Curriculum writing compensation shall accrue for any time spent writing new curricula, assessments for collection of data to satisfy state standards, or updating of established curricula, provided such time has been pre-approved by the Superintendent or designee in writing.

Class substitution by teachers during their preparation period shall be voluntary. Assignments shall be made on an impartial basis for the best interest of the educational program with compensation according to the chart above. No teacher shall be required to make up student contact time outside the normal school day without compensation at the pro-rated substitute rate. A teacher who provides additional student contact time on his/her own initiative acknowledges that no compensation shall be received for such time.

Teachers assigned to substitute in industrial arts classes shall not be compelled to allow students to operate machinery if the teacher is not qualified to supervise said machinery. The Administrator responsible for the substitution assignments or designee shall make assignments known to the



teacher by electronic mail or orally.

Homebound instruction is voluntary.

**L. District 121 Retirement Incentives**

**1. Retirement Benefit Eligibility**

Those licensed employees who retire through the Illinois Teachers' Retirement System ("TRS") and who meet the following eligibility requirements shall receive the retirement benefits set forth in Section 2 below.

Eligibility Requirements:

- a. The employee must be eligible to retire without the District incurring a penalty\* or an actuarial contribution\* to TRS; (\*Penalty or actuarial contribution shall mean any cost that would be charged to the District by the Teachers' Retirement System for paying a teacher "excess salary", which is currently defined by TRS as more than a 6% increase in creditable earnings during any year used by TRS to calculate the teacher's "final average salary"); and
- b. Must have completed at least fifteen (15) consecutive full-time teaching years of service at Warren Township High School as of his/her last teaching day with the District; and
- c. Must have submitted a written irrevocable retirement notice to the Superintendent or designee, no earlier than March 1st of the fifth year prior to retirement but no later than August 1st of the fourth school year prior to retirement (or within ninety calendar days following execution of this 2023-2027 Collective Bargaining Agreement, whichever is later) and must have his/her retirement application accepted by TRS within 6 months following said resignation from the District; and
- d. Must have submitted a TRS verification of the employee's creditable service and earnings estimated as of his/her time of retirement; and,
- e. Must work until the date indicated on the notice of intent to retire.

**2. Retirement Benefits:**

For those employees who meet the above eligibility requirements, the District shall provide the following three (3) enhanced retirement benefits:

- a. Salary Enhancement – The District shall increase the base salary paid to the employee during his/her fifth year prior to retirement by 6% for each of the employee's final four years immediately prior to retirement, less any compensation for which services are no longer rendered by the employee. These payments shall be in lieu of the ordinary salary due under this Agreement. (In no event shall the creditable earnings of a teacher who is or will receive retirement benefits under this Article exceed 6% of the prior year's creditable earnings during the years in which the teacher is receiving the 6% salary enhancement.)
- b. Post-Retirement Benefit in Lieu of Insurance Continuation - An employee who has the right to COBRA continuation coverage may choose to receive a post-retirement bonus in lieu of COBRA continuation coverage. To receive the post-retirement bonus, the employee and each eligible dependent (spouse, ex-spouse, child, etc.) must waive, in writing, their right to participate in COBRA continuation coverage. Such waiver shall be irrevocable. Employees for whom all COBRA continuation coverage rights are waived shall have the choice of receiving ten thousand dollars (\$10,000) in one lump sum payment or two thousand four hundred dollars (\$2,400) per year for a five (5) year period. The retirement bonus(es) shall be paid after the employee's receipt of the final paycheck for regular earnings and shall not be considered creditable earnings for TRS purposes. If the employee or any of the

employee's eligible dependents chooses COBRA or any State continuation coverage, the employee's right to the retirement bonus(es) under this paragraph shall be forfeited. The retirement bonuses shall be paid after the employee's receipt of the final paycheck for regular earnings and shall not be considered creditable earnings for TRS purposes. An employee who elects the ten thousand (\$10,000) dollar bonus shall receive a single payment within thirty (30) days after the receipt of his/her final paycheck for regular earnings. An employee who elects to receive the bonus in installment payments, shall receive the first installment within thirty (30) days after the receipt of his/her final paycheck for regular earnings and each successive installment shall be paid by August 31<sup>st</sup> of the following years.

- c. Post-Retirement Unused Sick Leave Payment –The District shall pay a service recognition payment for eligible unused sick leave days. Eligibility for such payment shall be determined by multiplying the unused accumulated sick leave days of the employee in excess of those days eligible for retirement credit by seventy-five dollars (\$75). This payment shall be due and payable to the employee in one (1) lump sum after the employee's last day of employment (i.e., date of resignation from the District as stated in Paragraph XI.1.C notice) and after the employee's receipt of the last paycheck for regular earnings, but no later than thirty (30) days after the latter of these two (2) dates. The parties intend that such post-resignation unused sick leave payment would constitute non-creditable earnings.
- d. In addition to the above compensation increases the employee shall receive a post-retirement severance payment equal to two hundred fifty dollars (\$250) for every year of completed service to Warren Township High School. The post-retirement payment shall be paid in lump sum following the employee's receipt of the last paycheck for regular earnings so as not to be considered creditable earnings by the Teachers' Retirement System.

These post-retirement benefits are offered as an employee retention plan under Section 457(f) of the Internal Revenue Code, both as a reward for past service with the District and to further retain the services of the employee from the date of election of the retirement benefit until the date of retirement.

#### Tax Disclaimer

The Parties hereby agree that the Board makes no representations regarding the impact of the post-retirement severance payment on the employee's tax obligation. Any and all determinations regarding income taxes and other related tax issues shall be made by the Internal Revenue Service and other applicable governmental authority. The District shall withhold and report all taxable income pursuant to its requirements under the Internal Revenue Code and applicable regulations and guidance.

#### 3. Individual Retirement Plans

The Board reserves the right to enter into individual retirement plans in those instances that are determined by the Board to be mutually beneficial to the District and the employee, provided notice of such an individual retirement plan is given to the Union President.

#### 4. Reopener in the Event of Changes in the Illinois Teacher Retirement System

In the event of any changes to the Illinois Teachers' Retirement System which impact the District's cost, the employee's costs or otherwise affects the financial impact of any retirement benefits, both the Board and the Union reserve the right to reopen negotiations regarding any or all of the retirement benefits contained in this Agreement.

#### **M. Employee Assistance Program**

The District offers an Employee Assistance Program (EAP).

**N. Tuition Reimbursement**

**\$1,250 Benefit**

Provided the conditions set forth below are met, the Board will reimburse up to one thousand two hundred fifty dollars (\$1,250) annually toward the cost of tuition for pre-approved coursework completed by full time teachers who have completed two (2) full years of employment in the District, as follows:

1. The coursework is completed through an approved university, approved online university or college, as posted on the District's website, or approved through the criteria found herein;
2. The employee shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
3. The employee shall submit evidence of successful completion of the course in the form of an official or unofficial transcript;
4. The employee shall submit a tuition bill.

**\$2,000 Benefit**

Certified employees who complete pre-approved courses that will be utilized for one of the advanced degrees or programs posted on the district's website will receive up to two thousand dollars (\$2,000) annually toward the cost of tuition.

1. The coursework is completed through an approved university, approved online university or college as posted on the District's website, or approved through the criteria found herein;
2. The coursework is utilized for an approved advanced degree or program as posted on the District's website;
3. The employee shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
4. The employee shall submit evidence of successful completion of the course in the form of an official or unofficial transcript;
5. The employee shall submit a tuition bill.

A list of the universities and colleges that are approved for online coursework is on the District's website.

## ARTICLE XI

### CLASSIFIED EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### **A. Payroll Procedure**

1. Payroll checks for hourly regular part time classified employees, with the exception of paraprofessionals and nurses, shall be issued beginning on the first regularly scheduled Friday payroll in August and thereafter bi-weekly on Friday. Any adjustments/corrections including but not limited to adjustments/corrections for unapproved dock time/days, unpaid leave, overtime, and overpayments/underpayments, shall be made as soon as practicable. If a regular payday falls on a day when employees are not working, checks shall be issued on the workday preceding the payday. Paychecks shall be evenly divided over twenty-six (26) checks with the final paycheck issued on the last scheduled Friday payroll in June, including any balance in the Board's contractual salary due a classified employee.
2. Paraprofessionals and nurses follow the teacher's payroll schedule.
3. Payroll checks for regular full-time classified employees shall be issued beginning on the first scheduled Friday payroll in July and thereafter bi-weekly on Friday. Any adjustments/corrections including but not limited to adjustments/corrections for unapproved dock time/days, unpaid leave, overtime, and overpayments/underpayments, shall be made as soon as practicable. If a regular payday falls on a day when employees are not working, checks shall be issued on the workday preceding the payday.
4. Mandatory Direct Deposit: All teachers and classified employees are required to be enrolled in direct deposit. Pay vouchers will be provided on each scheduled pay date. Enrollment forms must be received in the Business office within the first thirty (30) days of employment. In the event an employee does not have a bank account, the District will provide a paper check.
5. Except as provided herein, all coaches and sponsors entitled to a stipend in accordance with Appendix B shall receive the stipend in a lump sum. However, when an employee is entitled to a stipend in accordance with Appendix B that is greater than \$1,500, the employee has the option to elect to receive the payment divided over twenty-six (26) pay periods in lieu of a lump sum payment. Eligible employees wishing to elect to receive payment over twenty-six (26) pay periods must provide notice of that election by August 1<sup>st</sup> of each year, unless the employee becomes a coach or sponsor after August 1<sup>st</sup>, in which case the employee may elect to receive the stipend in a lump sum payment or in installments (if the stipend is greater than \$1,500) across the remaining pay periods for the year. Those employees electing a lump sum payment, the end of the season for all Fall activities will be the last pay day in October. The end of the season for all Winter activities will be the last pay day in February. The end of the season for all Spring activities will be the last pay day in May. If an employee who is scheduled to be a coach or sponsor receives payment with regular salary in advance of performing the assignment and then does not perform the assignment, the District shall have the right to recover the advance payment through payroll deduction on whatever schedule it deems appropriate, with notice to that employee; alternatively, the employee shall reimburse the District the entire amount paid in advance owed to the District.

#### **B. Insurance and Other Benefits**

1. Amount of Contribution and Policies of Health Insurance

The Board shall contribute for each regular full-time and regular part-time classified employee in

accordance with the schedule below.

PPO 500

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of the Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

PPO 750

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of the Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

HMO Illinois

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

HMO Blue Advantage

Single: 100%\* premium paid by the district

Employee + Spouse: 70%\* of the Employee + Spouse premium paid by the district

Employee + Children: 70%\* of Employee + Child(ren) premium paid by the district

Family: 70%\* of the Family premium paid by the district

*\*Participation in the Wellness Program*

The District shall provide a Wellness Program designed and managed by a Joint Wellness Committee appointed by the board and the Union. To receive the full 100% Single / 70% Dependent District contribution toward insurance, an Employee must enroll and participate in the Wellness Program. Employees who elect not to enroll and participate in the Wellness Program shall have their contribution reduced by 3% of the cost of the single premium for the insurance plan (i.e., PPO 500, PPO 750, HMO Illinois or HMO Blue Advantage) in which the Employee is enrolled. Employees must enroll in and annually participate in the Wellness Program before October 15<sup>th</sup> of each year to avoid the reduction for not participating in the District's Wellness Program.

PPO 500 Example

Annual Single Premium = \$11,117.40 X .03 (3%) = \$333.52

\$333.52 = 3% of Annual Single Premium

If an employee elects not to enroll in the Wellness Program, the contribution he/she receives toward single, employee + spouse, employee + child(ren) or family PPO 500 health insurance coverage shall be reduced by 3% of the annual cost of the PPO500 single insurance coverage, which in this example is a \$333.52 annual reduction.

HMO Illinois Example

Annual Single Premium = \$8,117.76 X .03 (3%) = \$243.53

\$243.53 = 3% of Annual Single Premium

If an employee elects not to enroll in the Wellness Program, the contribution he/she receives toward single, employee + spouse, employee + child(ren) or family HMO Illinois health insurance coverage shall be reduced by 3% of the annual cost of the HMO Illinois single insurance coverage, which in this example is a \$243.53 annual reduction.

2. Time Period for Health Insurance Coverage

During the eligible classified employee's first year of employment, insurance coverage shall be from as near the first day of actual work as possible through June 30<sup>th</sup>. In subsequent years of employment, the eligible classified employee's coverage shall be for 12 months (July 1 – June 30). The insurance coverage for an eligible classified employee whose employment terminates "mid-year" shall cease thirty (30) calendar days either (1) after the Board meeting approving the termination of employment, (2) after the classified employee's resignation, or (3) after the classified employee's last day of actual work, whichever is later. The insurance coverage for an eligible classified employee who retires "mid-year" from the District shall cease thirty (30) calendar days after the classified employee's retirement.

3. Dental and Vision Insurance

The Board shall also provide individual coverage under both group dental and vision insurance policies. Unless prohibited by law, the District shall offer 4-tiers (i.e., single, employee+spouse, employee+child(ren) and family) of dental and vision coverage. Except as otherwise provided herein, such coverage shall be for twelve (12) month periods commencing July 1<sup>st</sup>.

4. Changes to the Level of Hospital/Major Medical, Dental and Vision Coverage

Such group hospital/major medical, dental and vision policies of insurance as described in Article XI.B.1. above shall provide no less coverage than the policies selected by the Board and Union for the 2018-2019 insurance year, except for changes: (1) to which the Board and the Union mutually agree pursuant to Article XI.B.7. (Insurance Advisory Committee); and/or (2) that are required to be made at the initiation of the insurance carrier.

5. Life Insurance

The Board shall also contribute for employees the cost of the premium for fifty thousand dollars (\$50,000) of group life insurance. However, the amount of group term life insurance may be reduced for employees who are seventy (70) and older in accordance with the schedule of benefits established by the group term life insurance carrier.

6. Section 125 Plan

- a. The Board shall establish an IRS Section 125 Plan. The purpose of this plan is to tax shelter employee premiums, non-reimbursed medical expenses and dependent day care costs. For dependent care costs, Employees will be allowed to deduct the maximum amount permitted by law. For non-reimbursed medical expenses, Employees will be allowed to deduct the maximum amount permitted by law, so long as it does not exceed five thousand (\$5,000) dollars annually.
- b. The Board shall pay any upfront fees and costs incurred in initiating this plan. Each employee who chooses to participate shall pay any monthly fees required for such participation.
- c. As of the start of the plan year (January 1 – December 31) following the ratification of this Agreement, the Board shall amend its Section 125 Plan to allow a two and a half (2 ½) month grace period for employees to spend down any unused FSA funds from the previous plan year. Any such funds must be spent before March 15<sup>th</sup> of the following plan year.

7. Insurance Advisory Committee (IAC)

- a. The Insurance Advisory Committee shall be comprised of three (3) members to be

appointed by the Superintendent and three (3) members to be appointed by the Union President. The IAC shall meet not less than four (4) times per school year. The IAC shall advise the Board and the Union on the following issues related to all the above insurance plans, including:

1. risk and premiums;
  2. coverage;
  3. carrier/vendor/Third Party Administrator;
  4. available options;
  5. structure of insurance coverage; and
  6. other issues related to all above insurance plans.
- b. The IAC shall receive from the District and Union all information necessary to adequately study these issues, including, but not limited to, a copy of the preliminary renewal document, any documents modifying the preliminary renewal document and the final renewal document.
  - c. An agenda of matters to be discussed by either party shall be provided to the other, in writing, no less than three (3) workdays prior to an IAC meeting.
  - d. Any recommendation of the IAC shall be negotiated by both the Board and the Union prior to implementation.
  - e. The IAC shall initiate its meetings by October 1<sup>st</sup> each year. It shall submit its recommendation to the Board no later than April 15<sup>th</sup>. If no recommendation is made to the Board by April 15<sup>th</sup>, then the parties shall proceed to abide by the provisions of Paragraph d. of this subsection. If either party rejects the recommendation in part or in whole or fails to take action within thirty (30) days of the recommendation, then the parties shall proceed to abide by the provisions of Paragraph d. of this subsection.

8. National Health Care Reform

- a. For purposes of this Paragraph, fringe benefit shall be defined as any compensation other than direct wages that are received by an employee under the terms of this Agreement that are financed either wholly or in part by the employer, or by means of a salary reduction agreement between the employer and the individual employee.
- b. If a change in applicable federal or state statute causes a previously untaxed fringe benefit to become a portion of an employee's taxable compensation, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit(s) which has heretofore been untaxed, but which may have become taxable. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to reduce, insofar as possible, any additional tax liability which an employee might suffer as a result of the change in applicable federal or state statute.
- c. If a change in applicable federal or state statute causes a substantive change in the benefit level, structure, or delivery system of a fringe benefit, then the parties agree to reopen the Agreement for renegotiations; the Agreement shall be reopened for negotiation only to the extent necessary to deal with the specific fringe benefit which is subject to a change as described herein. The sole purpose of reopening portions of this Agreement for renegotiations as described herein shall be to bring applicable provisions of the Agreement in compliance with applicable federal or state statute.

Nothing in this Section shall be construed to require any increase in the Board's percent contribution as provided for in Subsection B.1. above, except that if any change in applicable federal or state statute requires a change in such contributions, then the parties agree to reopen this Agreement for renegotiations on that issue.

9. Domestic Partner

Warren recognizes domestic partnerships for health care benefits as per applicable laws. Should the laws change to no longer recognize domestic partnerships, Warren reserves the right to maintain these benefits.

**C. Compensation and Wages for New Classified Employees**

Reference Appendix D at the end of the contract.

The starting hourly wage rates will increase by 100% of the dollar amount in 2023-2024, and by 75% of the annual percentage increase for classified staff in the remaining years of the contract.

For hourly employees, in determining hourly wage rates for new classified employees, no such employee shall be hired above the minimum hourly wage rates specified above, except for reasonable cause, taking into account special considerations such as the new employee's certification, qualifications, prior experience, prior job performance or special supplementary skills as such considerations relate to the position; in such case, the District will discuss with the Union the contemplated higher initial placement above the starting hourly wage rate.

**D. Job Classifications**

Nothing herein shall require the Board to fill each of these positions, nor is there any implication concerning the number of employees actually assigned to any of the listed positions.

CLASSIFICATION I: Clerical

Level A

Attendance Clerk  
Mail Clerk/Teacher Secretary  
Receptionist

Level B

Administrative Secretary  
Assistant Registrar  
Bookkeeper  
Student Services Secretary  
Technology Department Clerk

Level C

Bilingual Secretary  
Educational Technology Department Secretary  
Special Education Secretary

Level D

Administrative Assistant to Principals Office  
Administrative Assistant to the Special Education Department  
Administrative Assistant to Maintenance  
Administrative Assistant to the Athletic Department  
Administrative Assistant to Bilingual and Teacher Services  
Administrative Assistant to the Educational Technology Department



Attendance Support and Family Services  
Registrar

CLASSIFICATION II: Nurse and CNAs

Level A: Certified Nursing Assistant  
Level B: Non-School-Licensed Registered Nurse

CLASSIFICATION III: Paraprofessional

Level A: Paraprofessional (Special Education, EL, Job Coach, AIM, etc.)  
Level B: Paraprofessional (Bilingual)

CLASSIFICATION IV: Maintenance

Level A: Non-Licensed  
Level B: Licensed

CLASSIFICATION V: Technology Instructional

Level A: Technician (Systems)  
Level A: Technician (Telecommunications)  
Level A: Instructional Technology Technician  
Level B: Technician (Systems Manager)  
Level B: Technician (Telecommunications Manager)

CLASSIFICATION VI: Security

Security Guards

**E. Classified Employee Wages**

The hourly wage rate for returning classified employees shall be increased by \$4.00 an hour for the 2023-2024 school year. The hourly wage rate for returning classified employees shall be increased by 4.0% for each of the next three years.

To be eligible for any retroactive wage increase, a Classified Employee must be employed by the District on the date this Agreement is ratified by both Parties.

There is an annual stipend of \$6,500 provided to one Classification I staff member at each campus to provide for oversight of the substitute requisition process.

Any classified member asked to translate, where translation is not part of their job description, shall receive the teacher Professional Services rate at Article X, Section K. Employees will submit a separate timesheet with their direct supervisor indicating Professional Service time.

There is an annual stipend of \$2,500 provided to one Lead Paraprofessional Classification III staff member at each campus (Almond, O'Plaine) to provide for support of paraprofessional assignments.

A \$1,250 annual stipend will be paid to paraprofessionals who have completed District training for and perform personal care as part of their assigned job duties. District training will be provided to all paraprofessionals who are assigned personal care duties. Personal care duties include diapering and showering and are assigned at the sole discretion of the Special Education Department. Personal care assignments that are not year-long will be paid pro-rata.

Registered Nurses may be required by Building Administration to work up to ten (10) additional days each year; the Registered Nurse and Building Administration shall work together to schedule potential additional summer workdays. Registered Nurses will be paid pro rata.

**F. Service Recognition Classified Staff**

A service recognition payment shall be made to any classified employee retiring from School District 121 who makes application for retirement benefits from the Illinois Municipal Retirement Fund. Such payment shall be determined by multiplying the unused accumulated sick leave days of the classified employee in excess of those days attributable toward retirement credit by fifty dollars (\$50). This payment shall be made in the month following the month of the employee's last day of work in the District after retirement so as not to be considered credible earnings.

**G. Tax Sheltered Annuities**

At the request of any employee, the Board shall make a payroll deduction to be forwarded to a tax-sheltered annuity, 457 plan, or other 403(b) product of the employee's choice pursuant to the terms of the Board's 403(b) plan.

**H. Appendices**

The attached Appendices describing the various forms of compensation are herewith a part of this Agreement.

**I. Shift Differential**

In addition to the regular hourly wage rate, Classification IV classified employees shall receive a shift differential of seventy-five cents (\$0.75) per hour for each non-overtime actual shift hour worked between the hours of 5:00 p.m. and 7:00 a.m.

**J. Longevity Pay**

Each classified employee who has completed at least seven (7) consecutive years of employment as determined by the employment anniversary date shall receive five hundred dollars (\$500) in addition to the regular annual salary. Each classified employee who has completed at least ten (10) consecutive years of employment as determined by the employment anniversary date shall receive one thousand dollars (\$1,000) in addition to the regular annual salary. Each classified employee who has completed at least fifteen (15) consecutive years of employment as determined by the employment anniversary date shall receive one thousand five hundred dollars (\$1,500) in addition to the regular annual salary. Each classified employee who has completed at least twenty (20) consecutive years of employment as determined by the employment anniversary date shall receive two thousand dollars (\$2,000) in addition to the regular annual salary. The aforementioned amounts shall not be cumulative.

**K. Classified Staff Retirement Incentive**

1. Upon written irrevocable retirement notice to the Superintendent or designee, no later than September 1<sup>st</sup> (or within ninety calendar days following execution of this or a successor Collective Bargaining Agreement, whichever is later) of the fourth school year prior to the one at the end of which the employee shall retire, the District shall increase the regular compensation for that employee to a total amount equal to six percent (6%) greater than the compensation amount earned by that employee during the preceding school year, plus and longevity, for four (4) consecutive years. That is, the employee shall receive the Retirement Incentive increase of six percent (6%) annually in place of any other raise, and not in addition to any such raise.
2. Post-Retirement Benefit in Lieu of Insurance Continuation. An employee who has the right to continuation coverage under COBRA and/or the Municipal Employees' Continuance Privilege (215 ILCS 5/367j), may choose to receive a post-retirement bonus in lieu of all such continuation coverage. To receive the post-retirement bonus, the employee, each eligible dependent (spouse, ex-spouse, child, etc.) must waive, in writing, their right to participate in

COBRA and all available state plans of continuation, including, but not limited to, Municipal Employees' Continuance Privilege. Such waiver shall be irrevocable. Employees for whom all such continuation rights are waived shall have the choice of receiving a retirement bonus in the amount of ten thousand dollars (\$10,000) in one lump sum payment, or two thousand four hundred dollars (\$2,400) per year for a five (5) year period. If the employee or any of the employee's eligible dependents chooses COBRA or any State continuation coverage, the employee's right to the retirement bonus(es) under this paragraph shall be forfeited. The retirement bonus(es) shall not be paid any earlier than the first of the month following the month of the employee's retirement and shall not be considered creditable earnings for IMRF purposes. An employee who elects the ten thousand (\$10,000) dollar bonus shall receive a single payment within thirty (30) days after the first of the month following the month of the employee's retirement. An employee who elects to receive the bonus in installment payments, shall receive the first installment within thirty (30) days after the first of the month following the month of the employee's retirement and each successive installment shall be paid by August 31<sup>st</sup> of the following years.

3. In addition to the above compensation increases the employee shall receive a post-retirement severance payment equal to two hundred fifty dollars (\$250) for every year of completed service to Warren Township High School. The Post-Retirement payment shall be paid in lump sum in the month following the month of the employee's last day of work in the District so as not to be considered creditable earnings.
4. To be eligible: the employee must be eligible to retire under the Illinois Municipal Retirement Fund;
  - a. must have completed at least ten (10) years of service at Warren Township High School at the time the retirement is effective;
  - b. must work until the date indicated on the notice of intent to retire.

For classified staff employees whose regular annual increase per Article XI.E. (Classified Employee Wages) would be greater than the 6% increases described above in Article XI.K. (Classified Staff Retirement Incentive), such employee will still give notice per the above but will receive the larger regular annual increase. In either case, all classified employees will be eligible for the post-retirement severance payment(s) above (XI.K.3.).

This retirement benefit is offered as an employee retention plan under Section 457(f) of the Internal Revenue Code, both as a reward for past service with the District and to further retain the services of the employee from the date of election of the retirement benefit until the date of retirement.

#### Tax Disclaimer

The Parties hereby agree that the Board makes no representation regarding the impact of the post-retirement severance payment on the employee's tax obligation. Any and all determinations regarding income taxes and other related tax issues shall be made by the Internal Revenue Service and other applicable governmental authority. The District shall withhold and report all taxable income pursuant to its requirements under the Internal Revenue Code and applicable regulations and guidance.

#### Individual Retirement Plans

The Board reserves the right to enter into individual retirement plans in those instances that are determined by the Board to be mutually beneficial to the District and the employee, provided notice of such an individual retirement plan is given to the Union President.

**L. Employee Assistance Program**

The District shall provide an Employee Assistance Program (EAP).

**M. Tuition Reimbursement**

**\$1,250 Benefit**

Provided the conditions set forth below are met, the Board will reimburse up to one thousand two hundred fifty dollars (\$1,250) annually toward the cost of tuition for pre-approved coursework completed by regular full-time and part-time classified employees who have completed two (2) full years of employment in the District, as follows:

1. The coursework is completed through an approved university, approved online university or college, as posted on the District's website, or approved through the criteria found herein;
2. The employee shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
3. The employee shall submit evidence of successful completion of the course in the form of an official or unofficial transcript;
4. The employee shall submit a tuition bill.

**\$2,000 Benefit**

Classified employees who complete pre-approved courses that will be utilized for one of the advanced degrees or programs posted on the district's website will receive up to two thousand dollars (\$2,000) annually toward the cost of tuition.

1. The coursework is completed through an approved university, approved online university or college as posted on the District's website, or approved through the criteria found herein;
2. The coursework is utilized for an approved advanced degree or program as posted on the District's website;
3. The employee shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
4. The employee shall submit evidence of successful completion of the course in the form of an official or unofficial transcript;
5. The employee shall submit a tuition bill.

A list of the universities and colleges that are approved for online coursework is on the District's website.

## ARTICLE XII

### GRIEVANCE PROCEDURE

#### **A. Definitions**

1. Any claim by the Union or an employee that there has been:
  - a. a violation, misinterpretation, or misapplication of the terms of this Agreement;
  - b. or violation, misinterpretation, or misapplication of any policy of the Board, shall be a grievance. However, classified employees and the Union on issues solely concerning classified employees may not grieve any alleged violation, misinterpretation, or misapplication of Subparagraph b herein.
2. All time limits shall consist of employee employment days, except during the summer recess when "days" as used in this Article shall mean days on which the District Business Office is open.
3. At least one (1) Union representative may be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with a supervisor and having the grievance adjusted without intervention of the Union, provided the Union has been notified at the request of the employee and the adjustment is not inconsistent with the terms of this Agreement.

#### **B. Formal Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee or the Union, and the immediately involved supervisor, to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee or the Union, a grievance may be processed as follows:

##### Step 1: Immediate Supervisor

- a. The employee or the Union shall present the grievance in writing to the employee's immediate supervisor outside the bargaining unit within fifteen (15) days of the occurrence giving rise to the grievance, or the date the employee or the Union knew or reasonably should have known of the occurrence.
- b. The grievance shall include a recitation of the claim and shall identify the provision(s) of this Agreement or the Board Policy (or Policies) of the employee or the Union believe to have been violated, misinterpreted or misapplied.
- c. The immediate supervisor shall arrange a Step 1 meeting with the employee and/or the Union to be held at an agreed upon time within ten (10) days of the supervisor's receipt of the grievance. During the Step 1 meeting the employee and/or union will explain the grievance. Within ten (10) days of the Step 1 meeting, the employee and/or the Union shall be provided with the supervisor's written response.

##### Step 2: Superintendent or Designee

- a. In the event the grievance is not resolved at Step 1, or the employee or the Union is not satisfied with the supervisor's Step 1 written response, the employee or the Union President or designee shall present the grievance in writing to the Superintendent or designee within ten (10) days of receipt of the Step 1 written response.
- b. The Superintendent or designee shall arrange a Step 2 meeting with the employee

and/or the Union to be held at an agreed upon time within ten (10) days of the Superintendent's receipt of the Step 2 written grievance. During the Step 2 meeting, the employee and/or the Union will explain the grievance.

- c. Within ten (10) days of the Step 2 meeting, the employee and/or the Union shall be provided with the Superintendent's written response.

### Step 3: Arbitration

If the Union is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written response, the Union may submit the grievance to final and binding arbitration. The American Arbitration Association (AAA) shall be requested to provide a panel(s) of arbitrators from which one (1) shall be selected. The same procedure shall apply to Section A.1.b. of this Article as to Article A.1.a. same Section, except that it shall terminate in advisory arbitration and shall not be litigable. If a demand for arbitration is not filed within thirty (30) days of the date of the Superintendent's decision, then the grievance shall be deemed withdrawn.

- a. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
- b. The arbitrator shall have no power to alter, expand, or enlarge the terms of this Agreement.
- c. The arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.
- d. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitration and the AAA shall be divided equally between the parties.
- e. The Board shall retain a court reporter for all arbitrations and the parties shall share the cost of such court reporter and the arbitrator's copy of the transcript.

### **C. General Provisions**

1. If the Union and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be by-passed, and the grievance brought directly to the next step.
2. Grievances involving more than one (1) supervisor may be initially filed at Step 2.
3. The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any formal level, and no employee shall be required to discuss the grievance if the Union's representative is not present.
4. A Union representative may be present at any level of the proceedings provided herein at the request of the employee involved therein.
5. When an employee is not represented by the Union, on its request, the Union shall have the right to have its representative present to state its view at all formal stages of the grievance procedure.
6. The Board and the Administration shall cooperate with the Union in its investigation of any grievance, and, further, they shall furnish the Union with readily available relevant information requested for the processing of any grievance.
7. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal of any kind because of such participation.
8. The failure of an employee or the Union to act on any grievance within the prescribed time

limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

9. Should the processing of any grievance require that an employee or a Union representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
10. Hearings and conferences other than arbitration hearings under this procedure shall be conducted at the District at a time which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours, all employees whose presence is required shall be excused, with pay, for all such purposes. The location of arbitration hearings shall be alternated between the District and an office of the Union provided the Union has an office location available in Gurnee.
11. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
12. A grievance may be withdrawn at any level without establishing precedent.

## ARTICLE XIII

### DURATION AND RELATED TECHNICAL CLAUSES

**A. Duration**

This Agreement shall be effective July 1, 2023, and shall continue in effect until June 30, 2027.

**B. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and each waives the right to bargain any additional matters during the term of this Agreement except as otherwise provided herein. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

**C. Savings**

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically amended from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the amended Article, Section, or Clause.

**D. Amendment**

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental Agreement shall be reduced to writing, signed by the parties, and submitted to the Board and Union for approval.

**E. No Strike**

The Union hereby agrees not to strike, or engage in, support, or encourage, any concerted refusal to render full and complete services to the School District during the life of this Agreement.



**IN WITNESS WHEREOF:**

This Agreement is signed this 19<sup>th</sup> day of March, 2024.

WARREN TOWNSHIP HIGH SCHOOL FEDERATION  
OF TEACHERS, LAKE COUNTY FEDERATION  
OF TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO  
LAKE COUNTY, ILLINOIS

BOARD OF EDUCATION  
WARREN TOWNSHIP HIGH  
SCHOOL, DISTRICT NO. 121  
LAKE COUNTY, ILLINOIS


  
\_\_\_\_\_  
Union President

  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Union Vice-President

  
\_\_\_\_\_  
Board Vice-President

  
\_\_\_\_\_  
Union Secretary

  
\_\_\_\_\_  
Board Secretary

## APPENDIX A

### Salary Schedule 2023-24

	<b>BA</b>	<b>BA +15</b>	<b>MA</b>	<b>MA +15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA60/Prof</b>
1	52,492	54,434	56,482	59,106	61,888	64,828	67,872
2	54,067	56,067	58,176	60,879	63,745	66,773	69,908
3	55,689	57,750	59,921	62,706	65,657	68,776	72,005
4	57,360	59,482	61,719	64,587	67,627	70,839	74,166
5	59,080	61,266	63,571	66,525	69,656	72,964	76,391
6	61,148	63,411	65,796	68,853	72,094	75,518	79,064
7	63,288	65,630	68,427	71,607	74,978	78,539	82,227
8	65,504	67,927	71,164	74,471	77,977	81,680	85,516
9	67,469	69,965	74,011	77,450	81,096	84,948	88,937
10	69,493	72,064	77,157	80,742	84,542	88,558	92,494
11		74,226	80,436	84,173	88,135	92,322	96,194
12		76,453	83,854	87,751	91,881	96,245	100,042
13			87,418	91,480	95,786	100,336	104,043
14			91,133	95,368	99,857	104,600	108,205
15			95,234	99,660	104,351	109,045	112,533
16			99,520	104,144	109,046	113,680	117,034

Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.

## Salary Schedule 2024-25

	<b>BA</b>	<b>BA +15</b>	<b>MA</b>	<b>MA +15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA60/Prof</b>
1	54,067	56,067	58,176	60,879	63,745	66,773	69,908
2	55,689	57,750	59,921	62,706	65,657	68,776	72,005
3	57,360	59,482	61,719	64,587	67,627	70,839	74,166
4	59,080	61,266	63,571	66,525	69,656	72,964	76,391
5	60,853	63,104	65,478	68,520	71,746	75,153	78,682
6	62,983	65,313	67,769	70,919	74,257	77,784	81,436
7	65,187	67,599	70,480	73,755	77,227	80,895	84,694
8	67,469	69,965	73,299	76,706	80,316	84,131	88,081
9	69,493	72,064	76,231	79,774	83,529	87,496	91,605
10	71,578	74,226	79,471	83,164	87,079	91,215	95,269
11		76,453	82,849	86,699	90,779	95,091	99,080
12		78,746	86,370	90,383	94,638	99,133	103,043
13			90,041	94,225	98,660	103,346	107,164
14			93,867	98,229	102,853	107,738	111,451
15			98,091	102,649	107,481	112,317	115,909
16			102,505	107,269	112,318	117,090	120,545

Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.

**Salary Schedule 2025-26**

	<b>BA</b>	<b>BA +15</b>	<b>MA</b>	<b>MA +15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA60/Prof</b>
1	55,689	57,750	59,921	62,706	65,657	68,776	72,005
2	57,360	59,482	61,719	64,587	67,627	70,839	74,166
3	59,080	61,266	63,571	66,525	69,656	72,964	76,391
4	60,853	63,104	65,478	68,520	71,746	75,153	78,682
5	62,678	64,998	67,442	70,576	73,898	77,408	81,043
6	64,872	67,273	69,803	73,046	76,484	80,117	83,879
7	67,143	69,627	72,595	75,968	79,544	83,322	87,234
8	69,493	72,064	75,498	79,007	82,725	86,655	90,724
9	71,578	74,226	78,518	82,167	86,035	90,121	94,353
10	73,725	76,453	81,855	85,659	89,691	93,951	98,127
11		78,746	85,334	89,300	93,503	97,944	102,052
12		81,109	88,961	93,095	97,477	102,107	106,134
13			92,742	97,051	101,619	106,446	110,379
14			96,683	101,176	105,938	110,970	114,795
15			101,034	105,729	110,706	115,686	119,386
16			105,581	110,487	115,687	120,603	124,162

Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.

### Salary Schedule 2026-27

	<b>BA</b>	<b>BA +15</b>	<b>MA</b>	<b>MA +15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA60/Prof</b>
1	57,360	59,482	61,719	64,587	67,627	70,839	74,166
2	59,080	61,266	63,571	66,525	69,656	72,964	76,391
3	60,853	63,104	65,478	68,520	71,746	75,153	78,682
4	62,678	64,998	67,442	70,576	73,898	77,408	81,043
5	64,559	66,948	69,465	72,693	76,115	79,730	83,474
6	66,818	69,291	71,897	75,238	78,779	82,521	86,396
7	69,157	71,716	74,772	78,247	81,930	85,822	89,851
8	71,578	74,226	77,763	81,377	85,207	89,254	93,445
9	73,725	76,453	80,874	84,632	88,616	92,825	97,183
10	75,937	78,746	84,311	88,229	92,382	96,770	101,071
11		81,109	87,894	91,979	96,308	100,882	105,113
12		83,542	91,630	95,888	100,401	105,170	109,318
13			95,524	99,963	104,668	109,640	113,691
14			99,584	104,211	109,116	114,299	118,238
15			104,065	108,901	114,027	119,157	122,968
16			108,748	113,801	119,158	124,221	127,887

Any employee on BA step 10 and BA15 step 12 will remain frozen at the salary in effect when they first enter those cells until they change to another lane.

## APPENDIX B

### Co-Curricular Positions

#### A. Compensation

All employees hired into a co-curricular position will be paid as noted in Appendix B.

#### B. Appendix B Committee

The Administration will convene a committee a minimum of twice yearly, once a semester, to plan and evaluate Appendix B positions. The committee will be made up of an equal number of Administrators and Union Members. The role of the committee will be to review and evaluate existing Appendix B positions, possible new positions and categories for any new or existing positions, and reallocation of stipends if a program (i.e., football, baseball) loses a level (i.e., FROSH, junior, varsity, varsity) for competition or student interest/participation in a club declines. The committee will decide the rules and norms for the committee which shall be kept under separate cover. Each year the Appendix B Committee will inform the faculty and staff of the procedures and deadlines for applying for a new position and/or reconsideration of placement to Appendix B. The committee will evaluate each proposed change and then forward the proposed changes that meet the committee's approval to the Superintendent and Union President who review the committee's recommendations. A proposal must have the support of both the Superintendent and the Union President before it will be presented to the Board of Education. The proposal is then sent to the Board of Education for review and approval. Ultimately, the Board of Education will make the final decision regarding proposals. The Superintendent, or designee, will inform all coaches and sponsors who submitted proposals of the final recommendations.

#### C. Extra-Curricular Assignments

##### Posting and Offering Requirement

Assignments of positions listed in Appendix B except Head Coaching or external assistant coaches with four (4) or more years of experience in that sport at WTHS, shall be offered first to district personnel qualified for the positions and who shall fulfill all aspects of such positions before offering them to others. For Head Coaching positions, assignments shall be offered first to district personnel who apply and who have equal or greater qualifications than external applicants for the same position before offering them to others. All vacancies in the positions listed in Appendix B shall be posted in the staff bulletin for a period of not less than five (5) consecutive school days before any such position is filled, or if it is during the school term, may instead be sent to all employees via electronic mail which shall remain available for response for five (5) consecutive school days. Whenever it is known that a position for the following school year will be vacant, the posting or e-mail notification shall occur before the end of the school term preceding the start date of the position. In case of emergency, as determined by the Superintendent, nothing shall prohibit the Board from employing an individual on a temporary basis until the position is filled pursuant to this Section.

#### D. Appendix B: Co-Curricular

1. District employees who are coaches and have a break in service should get all years back if returning to the same sport.
2. Any internal Coach/Sponsor who adds and/or transfers coaching to another parallel sport will be granted credit for all years of coaching experience at WTHS. Parallel sports are baseball to softball, cross country to track or the same sport for girls and boys teams. Any internal Coach/Sponsor who adds or transfers coaching to another sport/club starting with

the 2018/19 school year (other than a parallel sport) will be granted a pro-rated placement on the Appendix B pay schedule as follows:

- a. 1-2 Years prior experience at WTHS = Step 1
- b. 3-6 Years prior experience at WTHS = Step 3
- c. 7-8 Years prior experience at WTHS = Step 4
- d. 9+ Years prior experience at WTHS = Step 5

This section shall not apply to a coach who becomes a sponsor or a sponsor who becomes a coach.

- 3. There will be a 3% increase to the base for Appendix B for the 23-24 school year and 2% for the 24-25, 25-26, and 26-27 school years.

## APPENDIX B

### Co-Curricular Positions

#### **CATEGORY I**

Badminton Girls' Head Coach	Gymnastics Varsity Head Coach
Band Director	Lacrosse Boys' Head Coach
Baseball Varsity Head Coach	Lacrosse Girls' Head Coach
Basketball Boys' Head Coach	Soccer Boys' Head Coach
Basketball Girls' Head Coach	Soccer Girls' Head Coach
Bowling Boys' Head Coach	Softball Girls' Head Coach
Bowling Girls' Head Coach	Speech Contest Head Coach
Cheerleading Head Coach- Fall	Swimming Boys' Head Coach
Cheerleading Head Coach- Winter	Swimming Girls' Head Coach
Chorus Director	Tennis Boys' Head Coach
Coordinator Assistant Sports	Tennis Girls' Head Coach
Cross Country Boys' Head Coach	Track Boys' Head Coach
Cross Country Girls' Head Coach	Track Girls' Head Coach
Devilettes Head Coach- Fall	Volleyball Boys' Head Coach
Devilettes Head Coach- Winter	Volleyball Girls' Head Coach
FBLA Head Advisor	Water Polo Boys' Head Coach
Football Head Coach	Water Polo Girls' Head Coach
Golf Boys' Head Coach	Wrestling Head Coach
Golf Girls' Head Coach	Yearbook Advisor

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#### **CATEGORY II**

Badminton Girls' Assistants	Lacrosse Boys' Assistants
Band Assistant Directors	Lacrosse Girls' Assistants
Baseball Assistants	Literary Art Magazine Advisor
Basketball Boys' Assistants	Newspaper Advisor
Basketball Girls' Assistants	Soccer Boys' Assistants
Bowling Boys' Assistant	Soccer Girls' Assistants
Bowling Girls' Assistant	Softball Assistants
Cheerleading Assistants- Fall	Speech Contest Assistants
Cheerleading Assistants- Winter	Student Council Advisors
Cross Country Boys' Assistants	Swimming Boys' Assistants
Cross Country Girls' Assistants	Swimming Girls' Assistants
Devilettes Assistant- Fall	Swimming (Diving) Boys' Assistant
Devilettes Assistant- Winter	Swimming (Diving) Girls' Assistant
Drama- Full Length Fall Play Director	Tennis Boys' Assistants
Drama- Full Length Spring Play Directors	Tennis Girls' Assistants
FBLA Assistant Advisors	Track Boys' Assistants
FIRST Robotics Advisors	Track Girls' Assistants
Football Assistants	Volleyball Boys' Assistants
Golf Boys' Assistant	Volleyball Girls' Assistants
Golf Girls' Assistant	Water Polo Boys' Assistant
Gymnastics Assistant	Water Polo Girls' Assistant
	Wrestling Assistants

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**CATEGORY III**

Band - Jazz Band Directors  
Council for Exceptional Children Advisors  
Drama – Children’s Play Director  
Drama – Full Length Play Technical Director - Fall  
Drama – Full Length Play Technical Director - Spring  
Drama – One Act Play Director - Fall

Drama – One Act Play Director - Spring  
Drama Spring Play Choreographer  
Giggles ‘n Bits/Shakespeare Slam Advisor  
SOS Advisors  
Tech Team T-Squared Advisor  
Winter Colorguard Advisor

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**CATEGORY IV**

Academic Team Advisors  
Art Club Advisor  
Astronomy Club Advisor  
Avanza Advisor  
Band- Pep Band Director  
Band- Marching Band Directors  
Digital Media Coordinator  
Drama- Children’s Play Assistant Director  
Drama- Musical Assistant

Drama – Spring Play Assistant Tech Director  
Jr. Varsity Winter Guard Advisor  
Warren Wellness Ambassadors  
International Club Advisors  
Math Team Advisors  
MECS Advisors  
National Honor Society Advisor  
Science Olympiad Advisor  
Science Olympiad Assistant

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**CATEGORY V**

Avanza Advisor  
Band – Pit Band Director  
Black Student Union  
Class Sponsor – Junior Class  
Class Sponsors – Senior Class  
Drama Club Advisor  
Drama – One-Act Play Technical Director - Fall  
Drama – One-Act Play Technical Director - Spring  
Drama – Full Length Play Coordinator - Fall  
Drama – Full Length Play Coordinator - Spring

French Club Advisor  
French National Honor Society Advisor  
Pride Club Advisor  
Spanish Club Advisor  
Spanish National Honor Society Advisor  
National Honors Society Assistant Advisor  
Show Choir Director  
Table Top Gaming Club Advisor  
Weight Room Supervisors

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\*Conditional definition - When the number of participants on an athletic team or activity group exceeds a manageable number in relation to the coaching /supervisory positions allotted, you may apply for an additional coach /supervisor. The Appendix B Committee will review and evaluate all proposals and make recommendations to the Superintendent and Union President for review. A proposal needs the support of both the Superintendent and the Union President. Ultimately the Board of Education will make the final decision regarding proposals.

When the number of participants on an athletic team or activity group decreases below an acceptable number, that Appendix B position may be temporarily reallocated to another athletic team or activity at the discretion of the Appendix B Committee. In the case of a permanent downward trend in student participation in an athletic team/activity, the Appendix B Committee will make recommendations to the Superintendent and Union President for review on permanent reallocation of that position. For the duration of this contract, the number of Appendix B positions shall be no lower than 38 for Category I, 123 for Category II, 16 for Category III, 23 for Category IV, 24 for Category V, and 2 for Category VI. The numbers of positions per Category can only be changed with the permission of the Appendix B Committee.

The following head and assistant coaches will receive an additional yearly stipend of \$2,000: Track, Football, Basketball, and Wrestling.

The following head and assistant coaches will receive an additional yearly stipend of \$1000: Baseball and Softball.

The following head and assistant sponsors will receive an additional yearly stipend of \$1000; Student Council, Creations, and Newspaper. (2 FBLA sponsors get an extra \$1000 for the store)

The FBLA Head Advisor and one (1) FBLA Assistant Advisor will receive an additional yearly stipend of \$1,000.

Head and assistant coaches who coach 2 sports at Warren will receive an additional yearly stipend of \$1,000.

Head and assistant coaches who coach 3 sports at Warren will receive an additional yearly stipend of \$2,500.

The numbers below DO NOT include additional stipends above paid to certain coaches or sponsors.

<b>2023-24</b>					
Experience	Level I	Level II	Level III	Level IV	Level V
1	\$8,027	\$4,906	\$3,791	\$2,676	\$1,338
2	\$8,429	\$5,298	\$4,094	\$2,890	\$1,445
3	\$8,850	\$5,722	\$4,421	\$3,121	\$1,561
4	\$9,293	\$6,180	\$4,775	\$3,371	\$1,685
5	\$9,757	\$6,674	\$5,157	\$3,640	\$1,820
6	\$10,245	\$7,208	\$5,570	\$3,932	\$1,966
7	\$10,757	\$7,785	\$6,015	\$4,246	\$2,123
8	\$11,295	\$8,407	\$6,497	\$4,586	\$2,293
9	\$11,860	\$9,080	\$7,016	\$4,953	\$2,476
10 or more	\$12,453	\$9,806	\$7,578	\$5,349	\$2,674

<b>2024-25</b>					
Experience	Level I	Level II	Level III	Level IV	Level V
1	\$8,188	\$5,004	\$3,866	\$2,729	\$1,365
2	\$8,597	\$5,404	\$4,176	\$2,948	\$1,474
3	\$9,027	\$5,836	\$4,510	\$3,183	\$1,592
4	\$9,478	\$6,303	\$4,871	\$3,438	\$1,719
5	\$9,952	\$6,807	\$5,260	\$3,713	\$1,857
6	\$10,450	\$7,352	\$5,681	\$4,010	\$2,005
7	\$10,973	\$7,940	\$6,136	\$4,331	\$2,166
8	\$11,521	\$8,575	\$6,626	\$4,678	\$2,339
9	\$12,097	\$9,261	\$7,157	\$5,052	\$2,526
10 or more	\$12,702	\$10,002	\$7,729	\$5,456	\$2,728

<b>2025-26</b>					
Experience	Level I	Level II	Level III	Level IV	Level V
1	\$8,352	\$5,104	\$3,944	\$2,784	\$1,392
2	\$8,769	\$5,512	\$4,259	\$3,007	\$1,503
3	\$9,208	\$5,953	\$4,600	\$3,247	\$1,624
4	\$9,668	\$6,429	\$4,968	\$3,507	\$1,753
5	\$10,151	\$6,944	\$5,366	\$3,787	\$1,894
6	\$10,659	\$7,499	\$5,795	\$4,090	\$2,045
7	\$11,192	\$8,099	\$6,258	\$4,418	\$2,209
8	\$11,752	\$8,747	\$6,759	\$4,771	\$2,386
9	\$12,339	\$9,447	\$7,300	\$5,153	\$2,576
10 or more	\$12,956	\$10,202	\$7,884	\$5,565	\$2,782

<b>2026-27</b>					
Experience	Level I	Level II	Level III	Level IV	Level V
1	\$8,519	\$5,206	\$4,023	\$2,840	\$1,420
2	\$8,945	\$5,622	\$4,345	\$3,067	\$1,533
3	\$9,392	\$6,072	\$4,692	\$3,312	\$1,656
4	\$9,861	\$6,558	\$5,067	\$3,577	\$1,789
5	\$10,354	\$7,082	\$5,473	\$3,863	\$1,932
6	\$10,872	\$7,649	\$5,911	\$4,172	\$2,086
7	\$11,416	\$8,261	\$6,384	\$4,506	\$2,253
8	\$11,987	\$8,922	\$6,894	\$4,866	\$2,433
9	\$12,586	\$9,636	\$7,446	\$5,256	\$2,628
10 or more	\$13,215	\$10,407	\$8,041	\$5,676	\$2,838

## APPENDIX C

### Extra Duties

The Athletic Director and Activities Director will maintain a list of all employees who express interest via email in an extra duty position. These duties will be assigned on a rotating and equitable basis. No employee will be considered for a second duty until the other applicants have been given the opportunity for an extra duty assignment.

Some duties will be exempt from this rotation, as they require a specific skill set. Yearly, the Athletic Director will meet with the Union President to determine these exemptions. This list will be under another cover.

<b>Per Date*:</b>	<b>23-24 &amp; 24-25</b>	<b>25-26 &amp; 26-27</b>
Announcer--Football/Basketball	\$140	\$150
Crowd Control--Football/Basketball	\$140	\$150
Dance Chaperone	\$140	\$150
Other Events	\$100	\$100
Saturday ISS (4 hours)	\$230	\$230
Scoring table	\$140	\$150
Ticket takers, ticket sellers	\$140	\$150
Track Event Officials	\$140	\$150

\*Rate of pay is for two contests. If single contest the pay is half (Unless Varsity Football)

\*Rate of pay for invitational will be higher than the rate listed.

## APPENDIX D

### Compensation and Wages for New Classified Employees

<b>I: Clerical</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Level A	Attendance Clerk Mail Clerk/ Teacher Secretary Receptionist	\$20.48	\$21.09	\$21.73	\$22.38
Level B	Administrative Secretary Assistant Registrar Bookkeeper Student Services Secretary Technology Department Clerk	\$21.57	\$22.22	\$22.88	\$23.57
Level C	Bilingual Secretary Educational Technology Department Secretary Special Education Secretary	\$22.67	\$23.35	\$24.05	\$24.77
Level D	Administrative Assistant to Principals Office Administrative Assistant to Special Education Department Administrative Assistant to Athletic and Activities Department Administrative Assistant to Maintenance Administrative Assistant to Bilingual and Teacher Services Administrative Assistant to Educational Technology Department Attendance Support and Family Services Registrar	\$23.77	\$24.48	\$25.22	\$25.97
<b>II: Nurse</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Level A	Certified Nursing Assistant	\$23.77	\$24.48	\$25.22	\$25.97
Level B	Non-School-Licensed Registered Nurse	\$31.46	\$32.40	\$33.38	\$34.38
<b>III: Paraprofessional</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Level A	Paraprofessional (Special Education, EL, Job Coach, AIM, etc.)	\$21.57	\$22.22	\$22.88	\$23.57
Level B	Bilingual Paraprofessional	\$22.57	\$23.25	\$23.94	\$24.66
<b>IV: Maintenance</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Level A	Non-Licensed	\$23.77	\$24.48	\$25.22	\$25.97
Level B	Licensed	\$31.46	\$32.40	\$33.38	\$34.38
<b>V: Technology</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
Level A	Instructional Technology Technician Technician (Systems) Technician (Telecommunications)	\$27.07	\$27.88	\$28.72	\$29.58
Level B	Technician (Systems Manager) Technician (Telecommunications Manager)	\$28.17	\$29.02	\$29.89	\$30.78
<b>VI: Security</b>		<b>23-24</b>	<b>24-25</b>	<b>25-26</b>	<b>26-27</b>
	Security Guard	\$22.50	\$23.18	\$23.87	\$24.59

## **Appendix E**

### **Classified Staff Annual Raises**

#### **2023-2024 Wage Increase**

The wage for each returning Classified staff employee shall be increased by \$4.00 per hour.

#### **2024-2025 Wage Increase**

The wage for each returning Classified staff employee shall be increased by 4%.

#### **2025-2026 Wage Increase**

The wage for each returning Classified staff employee shall be increased by 4%.

#### **2026-2027 Wage Increase**

The wage for each returning Classified staff employee shall be increased by 4%.