

AGREEMENT

between

BOARD OF EDUCATION
PROVISO TOWNSHIP HIGH SCHOOLS
DISTRICT NO. 209
Cook County, Illinois

and

PROVISO TEACHERS UNION
LOCAL 571
American Federation of Teachers
AFL-CIO

July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

Preamble	1
I. Recognition and Representation	2
II. Consultations	4
III. Educational Development	5
IV. Professional Conditions and Obligations	5
A. Day and Calendar	6
B. General Contractual Obligations	7
C. Professional Responsibilities of Teachers	8
D. Working Conditions	11
E. Teaching Load	17
F. Guidelines for Homebound Instruction	20
G. Meetings	20
V. Evaluation Guidelines	21
VI. Professional Leaves and Absences	21
A. Leave of Absence for Advanced Study	21
B. Sabbatical Leave	22
C. Sick Leave	24
D. Sick Leave Bank	25
E. Extended Leave of Absence	25
F. Maternity Leave	26
G. Personal Leave	26
H. Leave of Absence	27
I. Leave Insurance Benefits	27
J. Family Medical Leave Act	27
VII. Grievances and Impasse Procedures	30
A. Grievance (Defined)	30
B. Procedure for Adjustment of Grievances	31
C. General Conditions and Rules	32
D. Arbitration Procedures	33

VIII. Faculty Salaries	34
A. Teacher Placement on Schedule	35
B. Basic Salary	36
C. Increments	37
D. Stipends	40
E. Seniority	48
F. Tuition Reimbursement	49
2021-2022 Salary Schedule	52
2022-2023 Salary Schedule	53
2023-2024 Salary Schedule	54
IX. Insurance	55
A. Terminal Pay	55
B. Insurance	55
X. Retirement Incentive Program	58
A. Eligibility	58
B. TRS Payments by Teachers	58
C. Notice and Salary Benefits	58
D. Post Retirement Payouts	59
E. Termination of Program	59
F. Changes in Law Pertaining to Incentives	59
XI. Substitutes	59
XII. Conformity to Law	59
XIII. Term of Agreement	61
Memorandum of Agreement	62
2021-2022 Bell Schedule (Proviso East, Proviso West)	63
2021-2022 Bell Schedule (PMSA, PEMSA, PWMSA)	64
2022-2023 and Beyond Bell Schedule	65
Appendix B	66

PREAMBLE

The Board of Education of Proviso Township High Schools, District No. 209, Cook County, Illinois, (hereafter called the "Board") and the Proviso Teachers' Union, Local 571, A.F.T. (hereafter called the "Union") agree and bind themselves to the terms and conditions of professional service and other related matters in this agreement ("Agreement").

This Agreement shall serve to create the finest possible educational climate for improved instruction of students in Proviso Township High Schools. Further, this climate shall serve to attract the best quality teachers, to nurture these teachers to enable them to fulfill their professional potential, to provide for quality education for students in Proviso Township High Schools, and, by their example, to encourage young people at Proviso Township High Schools to be lifelong learners.

The Board recognizes that the Union represents professional teachers, and the Union recognizes that the Board, pursuant to the authority and responsibility vested in it by the State of Illinois, must conduct an effective school system directed toward the best interests of the community.

The Board and Union agree that they have a common responsibility to work together toward achieving quality education in an atmosphere of mutual understanding and cooperation between both parties and all members.

The Board and Union agree that teaching requires competence in specialized fields, as well as educational qualifications; that the success of our educational program depends upon the maximum utilization of the abilities of teachers who are well-satisfied with their working conditions and who are further assured of a fair reward and security in their profession, and who are cooperatively working to achieve quality programs of education.

The Board and Union agree that a free and open discussion of views by both parties will lead to increased effectiveness of the professional staff in the classroom, in extracurricular activities of each school, and in the community. Therefore, regular communication and consultation between representatives of the Union and the Board must occur in addition to well established working conditions and a just system of compensation. Both parties agree that this joint effort will contribute in significant measure to the advancement of public education in Proviso Township. Both parties agree that all discussions and conferences growing out of this Agreement be held in an atmosphere of good faith, confidence and mutual respect.

The Board and Union recognize that the right of free choice for all licensed staff members with regard to Union membership should be preserved, and it is agreed that nothing in this Agreement shall in any way abridge or hinder the individual rights of any staff member.

The Board, the Superintendent, administrative officers, and the Union and its officers recognize that they all can serve the best interests of public education by establishing procedures that provide for an orderly way to discuss matters of common concern, and to appeal through channels designated in this Agreement.

This Agreement shall be binding upon both parties and their respective successors. The parties hereto agree with each other as follows:

I. RECOGNITION AND REPRESENTATION

1. The Board of Education, District No. 209, Cook County, (hereafter called "Board") and the Proviso Teachers' Union, Local 571 AFT (hereinafter called the "Union") agree and bind themselves to the terms and conditions contained within this Agreement. The Board of Education recognizes the Union as the sole and exclusive representative and collective bargaining agent for all teachers at Proviso Township High Schools, except those teachers exclusively employed in District 209 programs which take place outside of the traditional school day (as defined in Article IV Section A) or programs primarily housed outside of the three current school buildings (Proviso East, Proviso West and PMSA), with respect to wages, hours, and to the terms and conditions of employment except as expressly provided otherwise in this Agreement.

2. Teachers defined: "Teachers" include all full-time certificated personnel which includes classroom teachers, counselors, librarians, as defined in Section 10-22.23 of the Illinois School Code, and social workers determined by the salary schedule, except full-time administrators and Chairs in their administrative role.

3. The Board recognizes the Union as sole bargaining agent for the teachers and will negotiate with no other individual or group purporting to represent the teachers, nor shall any other such group have the rights of the Union herein.

4. The Union shall represent teachers on all matters concerning salaries, deviations, working conditions and other items included in this Agreement.

5. The Union shall bargain for the basic salary schedule and all deviations paid, to members of the bargaining unit out of Board of Education funds, except for deviations paid to Chairs.

6. No organization other than the Union is to appear in an official capacity in the processing of a grievance.

7. All collective bargaining shall be conducted between the Union and/or its agent and the Board and/or its agent. There shall be no negotiation with any other individual, group or organization purporting to represent teachers.

8. Before instituting new working conditions or changing existing working conditions not covered by this Agreement relating to an entire department or a substantial part of a department, or a school building, the Superintendent shall inform the Union President of such contemplated change, in writing. The Union President may within five (5) school days of the receipt of such notice, inform the Superintendent, in writing, that the Union desires to negotiate regarding the proposed change in working conditions. The modification in working conditions shall not be instituted except with the agreement of the Union, until adequate good faith negotiations have taken place between the Union and the Board, or its representatives. If after adequate good faith negotiations, if agreement between the parties was not reached and impasse has been reached, the Board may nonetheless institute the new working conditions.

9. All supplementary agreements which may arise out of this Agreement shall be in writing, dated and signed by both parties.

10. The Board shall make available to the Union, upon its request, any and all information, statistics, and records relevant, to negotiations, or necessary for the proper enforcement of the terms of this Agreement, within two (2) school days of its request or within a reasonable time to the extent to which these materials must be assimilated and compiled.

11. The Board shall place summaries of the minutes of Board meetings on its website after approval. The Board shall furnish the Union President one copy of all materials supplied to any Board member pertaining to Board meetings, except materials allowed to be discussed in executive session as established by law.

12. The Union shall be provided adequate bulletin board space in places readily accessible to all teachers. Bulletin boards for such purposes shall be available in the main office, faculty lounges, and faculty cafeterias of each school.

13. School mail may be used to facilitate the dissemination of information for Union purposes. The Union shall reasonably exercise its discretion with regard to material disseminated in this manner. The Superintendent will receive simultaneously, any item of general distribution via school mail. No other special regulations shall be applied to Union communications.

14. The Union shall have the right to meet in the school buildings at authorized times and places.

15. The Board and Union agree that teachers shall not actively engage in Union organization activities during class time or time during which they have other responsibilities. The Board will provide no support, contractual time nor compensation for the conduct of Union affairs except as specific arrangements may be made by mutual agreement or as provided in this contract.

16. The Board and Union agree that teachers shall not initiate, solicit or encourage student support in any concerted Union activities in the District, nor shall the Board initiate, solicit or encourage student opposition to any concerted Union activities in the District.

17. No teacher or groups of teachers shall be propagandized or otherwise discouraged or encouraged in regard to Union membership or activity by any supervisor or administrator. The Board and Union agree that teachers shall enjoy the privilege of joining or not joining any organization representing their profession, without coercion from Administrators; and Chairs, or the Union. Documented proof of such coercion shall be considered as breach of this Agreement. There shall be no discrimination against teachers on the basis of Union membership or Union activity in the evaluation of their service or their qualifications for reappointment or promotion.

18. a. The Board will deduct from the pay of each teacher from whom it receives written authorization the required amount of Union dues, unless the Board receives notice from the Union of a member's revocation of dues deductions in accordance with the Local 571 membership form. The dues, a list of teachers from whom dues have been deducted, and the amount deducted from each shall be forwarded to the designated Union officer and Local 571 no later than thirty (30) days after such deductions have been made.

- b. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, action, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of the Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.
- c. If during the term of this Agreement, The Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for, the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

19. One designated Union Executive Board officer in each building shall be able to use his/her planning periods daily to conduct faculty business relating to this Agreement. Office space, a file cabinet and a telephone shall be made available to them for these purposes in a location determined by the Superintendent. If planning periods are not utilized to conduct Union business, they shall be used as otherwise provided in this Agreement. In addition, one Union officer in each building shall have one regularly scheduled period of released time daily.

20. Any teacher may, upon request, have a Union representative at any conference with any Administrator for the purpose of investigating allegations of misconduct and for which possible disciplinary action, including termination, may result. The teacher must be notified of this right. Conferences regarding the performance evaluation of any individual teacher shall not be considered investigatory.

21. The terms of this Agreement shall not apply to non-District 209 programs which take place outside of the traditional school day (as defined in Article IV Section A) or programs primarily housed outside of the three current school buildings (Proviso East, Proviso West and PMSA). No member of the Union may be assigned or transferred to one of the programs outside of the contractual work day but may be assigned to teach these classes within the contractual work day described in Article IV A.1 of this Agreement and in one of the above referenced school buildings.

22. The Proviso Teachers' Union Local 571, American Federation of Teachers, AFLCIO, shall not order or participate in a strike, slowdown, walkout or other withholding of services during the effective dates of this Agreement.

II. CONSULTATIONS

1. Consultation shall be defined as a two-way dialogue between the Union and the administration.

2. The Superintendent and/or a designee shall meet at least once a month, upon request of either party, with the Union President, Vice-President, and a designated teacher or teachers not to exceed two (2), if the teacher's specific knowledge is/are needed to discuss matters of educational policy and development, as well as matters relating to the implementation of this Agreement. The Superintendent will be present at these meetings at least every two (2) months.

The meeting shall be on a mutually agreed day and time. The designated teacher or teachers shall be given release time if needed.

3. Workshops, Institute Days, orientation sessions, in-service training programs, and other such proceedings shall be planned in cooperation with appropriate Union representatives. It is agreed and understood that the final determination regarding the implementation of a particular workshop, orientation or other in-service training shall rest with the Board of Education.

4. Maximum numbers of students in classes for each kind of class and study hall size and practices shall be recommended to the Board after consultations between administrators and official Union representatives.

5. The Principal of each school shall convene a faculty advisory board to meet once a month with one representative from each department chosen by the Building Principal to discuss all submitted teacher concerns and issues related to student discipline and teacher working conditions. The Union may select up to five (5) teachers in the building to attend and participate in the faculty advisory board. An agenda for each meeting shall be created by the Principal which contains all agenda items submitted by teachers and/or the Union and said agenda will be sent to all participating faculty advisory board members and the Union President a minimum of twenty-four (24) hours before each scheduled meeting.

III. EDUCATIONAL DEVELOPMENT

The Board, Superintendent, and Union agree that it is their shared responsibility to have the best thinking of the staff brought to bear on all areas of the educational program and/or course offerings. Changes in administrative policy affecting the educational program and/or course offerings shall be provided to the Union President prior to implementation.

The Union may, at any time, propose that a study be conducted in the area of educational development. The Union shall transmit such request through the Union President to the Superintendent. The Superintendent will appoint an ad hoc committee to investigate the proposed area of educational development. The committee will be established with definite guidelines and a reporting date. The committee will study the particular area assigned to it and will prepare a report with recommendations to the Superintendent. This committee shall be composed of classroom teachers appointed or elected by the Union and an equal number of members of the administrative staff or other persons appointed by the Superintendent. The findings of the ad hoc committee shall be transmitted to the Superintendent who will make recommendations to the Board. The Superintendent will include the position of the committee in his/her report and he/she will transmit the findings of the committee to the members of the Board of Education.

IV. PROFESSIONAL CONDITIONS AND OBLIGATIONS

In order to implement the necessary operations of the school system more efficiently, the following items are agreed to by the Union and embraced by this contract.

A. DAY AND CALENDAR

1. For the 2021-2022 school year, the bell schedule is attached as Appendix A. Starting with the 2022-2023 school year and each year thereafter, the bell schedule is attached

as Appendix B. The Bell Schedule shall remain in effect during the term of this Agreement unless the Administration notifies the Union by February 1 of a need to modify the Bell Schedule. Should the Board elect to modify the Bell Schedule it will negotiate the impact of said modification with the Union. The Board and Union recognize the importance of teachers being prompt and attentive to their responsibilities as the proper example for their pupils. It is agreed, therefore, that teachers, except as otherwise provided, shall respect the hours assigned to them with arrival by 7:45 a.m. and presence at their positions starting at 8:00 a.m. If they are not participating in club sponsorships, departmental or faculty meetings, or student activities, they shall remain available at the close of school until dismissal time, using that time for conferences with students and/or engaging in other teacher-related activities, until 7 hours 45 minutes after the start of the contractual work day, except that on Friday afternoons, days before spring, Thanksgiving and winter recess, and the day of parent/teacher conferences which the teacher must attend, teachers may leave fifteen (15) minutes earlier.

Daily time schedule for Early Bird or Late Bird Teachers (2021-2022 School Years and Beyond):

Teachers at any campus who are assigned to the Early Bird Schedule shall report for and shall complete their day one hour earlier than the regular time schedule; on days listed above, Early Bird teachers may leave at the end of their last period of the day.

Teachers at any campus who are assigned to the Late Bird schedule shall report for and shall complete their day one hour later than the regular time schedule; on days listed above, Late Bird teachers may leave at the end of their last period of the day.

Time compensation shall be provided to Early Bird teachers when they remain for faculty or departmental meetings.

Assignments to Early Bird or Late Bird programs shall only be made to teachers who volunteer for those assignments.

3. The Board and Union agree that teachers may leave the building during school hours when the teacher is not responsible for the supervision and/or instruction of students and only with the permission of the building Principal or the Principal's designee. This permission will be granted unless the Principal or his/her designee determines that the request is not in the best interest of the students and/or the needs of the building. Lunch periods are excepted. Teachers who leave the building during school hours are to notify the building Principal or Principal's designee at the time of their departure from the building and at the time of their return to the building.

4. The matter of the school calendar shall be placed in the area of consultation, subject to the final decision of the Board. No later than October 15 of each school year, the Union President may present suggestions for the following two school-years calendars to the Superintendent. In the event the suggestions presented differ from the calendar the Administration proposes to present to the Board of Education for approval, the Administration shall meet with representatives appointed by the Union President for the purpose of discussing the proposed calendar before presenting a calendar for Board approval.

5. There shall be no more than four (4) full day institutes per year. Every effort will be made to schedule these institutes at appropriate times during the year, especially at the opening of the school year. It is agreed that the school calendar shall be one hundred eighty-five (185)

school days for all schools, five (5) of which shall be emergency days. It is further agreed that during the course of the school year, holidays shall be granted and/or closing of the school year shall be moved up to ensure that there are no more than one hundred eighty (180) school days. It is agreed that the District may utilize e-learning days in lieu of canceling school due to inclement weather provided that it implements an appropriate e-learning program in accordance with State law.

6. It is agreed that the approved District calendar may include as many half-day in service programs as permitted by and described within the Illinois School Code and/or the State Board of Education's regulations. No more than two (2) of these days shall be used in conjunction with an evening meeting for parent-teacher conferences. The remaining days may be used for purposes of staff development and parent conferences. The use of such days shall exclude weekends.

7. The Board and Union recognize the importance of frequent contact between parents and teachers. To enhance this contact and to assist parents in aiding their students' academic achievement, it is agreed that teachers will attend three (3) evening parent meetings, two of which will be held in the fall semester. These meetings may be designed to accomplish many goals, including but not limited to, a discussion of student progress a review of student report cards, and an analysis of how parents may assist their students' school performance. The Board will adjust the official school calendar when legally permissible to include early release days on days immediately following official late-night obligations.

8. Final Exams – Teachers will be allowed to leave campus each day of final exams after all professional obligations for final exams have been completed (submission of all grade records to the main office and the assigned grade level principal per each building's check-out procedure). If the the assigned grade level principal is unavailable, the teachers will turn in their records to the designated Administrator. To ensure there is equity regarding the order of finals, Administration will flip exam periods from one semester to the next so that the last periods to have their exams during the first semester will be the first to have their exams during the second semester. However, if it is determined that the flipping of exam periods cannot be done, the Administration will advise the Union in writing as to the specific reasons and the flipping requirement may be waived. Final exam schedules shall be finalized and distributed to teachers no later than the first day of each semester for the corresponding semester's exams. Teachers may check out on the last contractual work day once pay checks are received from the District office and verified by the building's main office. When teachers are ready to check out, there will be available staff to permit checkout procedures for teachers. On the last day of the second semester when teachers are to receive their checks, someone will be available to distribute the checks once the teachers have completed their obligations and are ready to leave. In the event of a school emergency to which the Administration must respond, checkout may be delayed. In addition, teachers will be remotely available for the remainder of the workday to address any issues regarding the check-out and/or other professional obligations.

B. GENERAL CONTRACTUAL OBLIGATIONS

1. Teachers are responsible for reading and abiding by all written policies of the Board and all administrative directives which do not violate this Agreement. Copies of the policies of the Board shall be available via the District website. Upon approval of new or modified policies by the Board, the District will notify teachers via electronic communication of such changes upon the new or changed policies being posted on the District website.

2. Probationary teachers may not resign their positions during the thirty (30) day period prior to the commencement of the school term.

3. Teachers in contractual continued service may resign their positions in accordance with 105 ILCS 5/24-14 of the Illinois School Code.

4. The Board and Union, recognizing the need for healthy communications in the schools, urge all staff to exercise responsible judgment in discussing school-related matters. They likewise agree that all teachers should restrict discussion of students, other staff members, and school policy to the appropriate work environment and/or in accordance with law.

5. It is the responsibility of teachers to provide a complete and accurate report of all the pertinent information in student discipline cases handled or referred by them. The Union shall encourage teachers to appear and to participate in student disciplinary hearings.

6. Teachers are expected to keep a clean appearance and use good judgment in the choice of clothes and personal grooming. Differences of opinion on this matter between the teacher and Administration shall be reconciled through conference. The teacher may have a Union representative at such conference and shall be notified of such right.

7. The Board and Union agree that teachers are expected to exercise reasonable care in the use, storage, and accounting for instructional materials and equipment. Where carelessness or negligence on the part of the teacher results in damage or loss of equipment, the teacher may be held liable, for indemnifying the District for such losses.

8. Teachers, consistent with Federal and State laws, may take the initiative in getting to know their students better by examining cumulative pupil files, including those portions of a student's Individualized Education Plan (IEP), any §504 Plan and/or a behavioral management plan necessary to appropriately provide instruction or services to the student, and student test data and through personal conferences or conferences with student parents or guardians.

9. Consistent with their obligations to their families and community, teachers shall regard attendance at functions of their respective schools involving student participation, such as athletic contests, concerts, plays, etc., as one of their professional obligations.

10. The Board and Union agree that proper student discipline is the responsibility of all teachers at all times wherein students are under the jurisdiction of the school. All teachers shall assume reasonable responsibility for the discipline of students and the carrying out of administrative directives in regard to student discipline.

11. The Board will maintain an Employee Assistance Plan.

C. PROFESSIONAL RESPONSIBILITIES OF TEACHERS

1. As a part of their contractual service, teachers shall be responsible for continual revising and updating of the content of course outlines and teaching techniques throughout each school term, under the supervision of the Building Principal and the Deputy Superintendent for Educational Services. No teacher shall be required to write an outline for a new course, even with the same name as the old course, or to write complete sections thereof, as defined by the Deputy Superintendent for Educational Services, without adequate compensation. It is understood and

agreed that the compensation for curriculum writing will be based upon a flat rate as set forth in Article VIII.D.3.

2. Said compensation shall be split equally by each participating teacher upon the completion and approval of the project. In addition, the teacher may work on the project during the summer months and/or during the school year provided that said work does not interfere with his/her regularly assigned teaching responsibilities.

3. The Board and Union accept the premise that a teacher's planning period is part of the normal school day. Such planning periods should be devoted to lesson preparation and other appropriate functions, leading to effective teaching. Teachers are required to have lesson plans available. No teacher shall be required to submit lesson plans for approval on a regular basis except on an individual basis when such requirement is specified in a Notice to Remedy or a Remediation Plan.

The lesson plan format attached hereto as Exhibit "A" or an alternative agreed to by the individual teacher and his or her department chair may be used.

4. Non-teaching assignments, except those that are the prerogative of the administration and except for teacher supervision of student activities, shall be made by a majority of the members of the Committee on Committees (Assignment Committee) according to the procedure now followed. Every consideration shall be given to the individual teacher's preference in assignments made by the administration. The Committee on Committees shall assign sufficient teachers to the "pool" so that no teacher shall be required to undertake more than two (2) activities assignments during the school term, one (1) each semester.

5. All teachers will be considered a member of the activity committee "pool" and will supervise in accordance with the following procedure. Notwithstanding any past practice of the District, no teacher is exempt from participation in the pool, including those who may have been excluded in the past by virtue of stipend position or status as a Union executive board member or officer or for other reasons. In the case of extreme hardship (ie: temporary physical impairment or undue family or personal hardship) the superintendent, in consultation with the Union President, may defer a teacher's responsibility to a future semester.

- a. The assigned sponsors of any student activity shall notify the assignment chair of the pool when, at what time, and where the student activity is to be held and the number of supervisors necessary. In determining the number of teachers required for pool assignments, the assigned sponsors shall make a realistic assessment of personnel required.
- b. Sponsors of student activity involving teacher supervisors during the first semester shall notify the assignment chair of their needs by the end of the second week of the beginning of the semester. Sponsors of activities involving supervision for the second semester shall notify the assignment chair of such activities before the beginning of the winter break. Failure of the sponsor in charge of the activity to notify the assignment chair will mean the sponsor shall be responsible for getting his own supervision.
- c. A list of the activities and the number of supervisors needed will be posted. The teachers will be informed that they are in the pool and they shall have the opportunity to sign up for the activity of their choice. No teacher

shall be required to sign up for more than two (2) activities, one (1) each semester. Failure to sign up for a specific assignment shall result in the chair making the activity.

- d. Failure to fulfill pool assignments, except in the case of sudden emergencies, shall result in a pay deduction at the hourly classroom substitute rate for each hour or portion thereof missed. A teacher who failed to perform a pool assignment as a result of a sudden emergency shall be required to make up each absence.
- e. If an event is cancelled within two (2) weeks of the event, the teacher will be considered to have fulfilled that assignment. If, at the time of the cancellation, other events require additional faculty assignments, the Union and Board will encourage such teachers assigned to cancelled events to volunteer for those events needing additional faculty participation.

6. The professional growth of teachers shall be governed by the relevant portions of the Illinois School Code. Teachers possessing a bachelor's degree, to be eligible to receive salary scheduled increments, shall submit official transcripts to support successful completion of either four (4) semester hours of approved graduate credit for each four-year period or three (3) semester hours of approved graduate credit for each three-year period. Such requirement shall begin at the time of the teacher's employ. All teachers, required to take advanced (graduate), course work, shall declare, in advance, their intention to pursue either the four-year or the three-year future option, effective at the time of their employ or at the close of their selected professional growth period. This credit shall be taken in the teacher's discipline, education courses, Proviso in-service courses, or enrichment courses in an allied field approved by the Superintendent or the Superintendent's designee. Graduate or Proviso in-service course work submitted in fulfillment of this requirement must have been taken and completed within the elected three (3) or four (4) year time period.

In the event that teachers fail to fulfill their professional growth requirement as outlined in this Agreement, such teachers shall remain at their then salary schedule step immediately preceding the school term the requirement was to have been completed. Upon meeting the professional growth requirement, such teachers, in the calendar quarter following the submission of an official transcript demonstrating the meeting of such in-service requirements, shall be placed on the salary schedule at the step where they would have been had they not been frozen. Teachers who submit official transcripts no later than October 15th of each school term shall have their compensation adjusted retroactively to the beginning of the school term. When October 15th of any school year falls on a Saturday, Sunday or a holiday, the official transcript and any other required documents must be received in the Office of the Manager of Human Resources by 4:00 p.m. the next business day. For purposes of quarterly salary adjustments for the 2nd, 3rd and 4th quarters, official transcripts and any other required documents must be received in the Office of the Manager of Human Resources by 4:00 p.m. on the last day of the quarter preceding the salary adjustment.

The professional growth requirement is not intended to affect those teachers who possess a master's degree, Master's Equivalency or who have reached their fifty-fifth (55) birthday, provided they are not in default of this requirement at that time. In the event they are in default, they shall have their salary step frozen as set forth in the paragraph above.

Example: Employment Date: August 29, 2000, Step B-I election 3 year 3 semester hours. Professional growth completion date on or before the beginning of the 2003-04 school term. Failure to complete requirement remains at the 2003-04 school term step.

Teachers, who had been moved backwards on the salary schedule prior to August 2000, shall be moved forward one step annually until they reach the step where they had been frozen.

7. The District shall endeavor to abide by the regulations approved by the Illinois State Board of Education in regard to the professional responsibilities, duties, and activities of counselors. Where possible, counselors shall be allowed to provide counseling services to the same group of students during their years at Proviso, students shall, however, be permitted to transfer counselors pursuant to procedures established by the District.

D. WORKING CONDITIONS

1. The Board and Union agree that teachers shall enjoy academic freedom, within the constraints of the curriculum and school approved strategic or improvement plans chosen by the District, recognizing that such academic freedom carries with it professional responsibility to the students, staff and community. The teachers shall maintain intellectual integrity and shall strive for complete objectivity in their presentations and analyses of issues.

2. Personnel Files

a. Teachers may examine their official personnel files during their lunch periods or at any other reasonable times which are not during the work day and otherwise during the posted business hours of the Administrative Office. If teachers wish to comment upon any item within their official personnel files, they shall submit that comment to the Superintendent, who shall have the comment placed within the personnel file. Teachers, may upon request, be advised of what confidential records for employment have been placed in their files and by whom. Teachers shall be required to respond to notices of absences or tardiness within three (3) school days of notification. In the event that a teacher does not respond to notices of absence or tardiness within three (3) school days of notification, absence or tardiness shall be deemed to have occurred and a notice to that effect shall be sent to the teacher.

b. Teachers will receive a copy of all documents placed in their personnel files unless said documents are excepted from disclosure under the Personnel Records Review Act (820 ILCS 40/10) or other State law.

3. Teachers shall be assigned classrooms, courses, and departmental service according to their individual qualifications and the administrative needs of the District. Where more than one teacher expresses an interest in a particular assignment, conflicts will be resolved by the Building Principal after consulting with the teachers involved. The Building Principal will consider the following in reaching a decision:

The teacher's academic training, experience in teaching identical or similar courses, teaching ability, ability to deal with the problems and challenges of the particular courses involved, willingness to

perform the educational challenges attributable to the particular class assignment, the relevant opinions of grade level principals and/or principals, the teacher's seniority and schedule. A teacher may, upon request, receive a written explanation of the decision.

Teachers shall be consulted about their assignments and teaching schedule and notified of their teaching assignment and teaching schedule no later than the fourth Friday in July. If a teacher has his/her assignment modified after the fourth Friday in July or the District fails to issue an assignment prior to the fourth Friday in July, the teacher shall be provided twenty-four (24) hours of pay at the hourly rate established for extra duty in the Stipend Schedule contained in Article VIII(D) of this Agreement unless the modified or late assignment includes a course which the teacher has taught within the last three (3) years wherein the teacher will be provided twelve (12) hours of pay at the hourly rate established for extra duty in the Stipend Schedule. Under no circumstances, however, shall the payments required in this section create a penalty under TRS rules and regulations.

4. The District shall post all vacancies which will be filled on the District website.

The Superintendent shall review all applications for transfers and shall grant such transfers as the Superintendent deems to have fulfilled the criteria set out below. The transfers shall be granted or denied based upon the following criteria:

- a. The educational records and teacher evaluations of the applicant:
- b. The district seniority of the teacher.
- c. The ability of the teacher to perform successfully within the environment of the new school.
- d. The effect upon the educational program at the school from which a transfer would be made.

Final decision for placement of personnel, based upon the foregoing, rests with the Superintendent.

5. All promotional openings on the licensed Administrative Staff of the District, except for required Administrative Transfers, shall be posted on the District website and sent via e-mail to all teachers. Proviso teachers, who by their education, experience and performance are qualified and who apply for such openings, shall be considered in good faith for the openings.

6. The Board shall encourage professional growth by setting up and providing financial support for an appropriate program of teacher participation in educational conferences which are in alignment with the goals established by the Board of Education. Guidelines for distribution of available funds among staff and department and criteria relating to approval of expenses shall be developed by the Administration. The Superintendent or his/her designee shall have final approval for all such conferences. It is understood and agreed that any teacher attending educational conferences paid for by the District shall be offered secretarial service to make copies of any and all materials distributed at said conference within five (5) working days of receipt of the original materials from the teacher. The original materials shall be returned to the teacher at the end of the five (5) working day period with any copy to be maintained by the District.

In the event materials are provided in an electronic fashion, the teacher will be responsible for forwarding such electronic materials to the District.

7. The responsibility for assigning grades to students rests with the classroom teacher. The Administration may investigate the granting of any grade. No grade shall be revised unless there is clear and objective evidence that an error was made in assigning the grade. After reviewing such clear and objective evidence with the teacher or the assigned grade level principal, if the teacher is no longer in the employ of the District, the Administration may revise the grade. It shall be noted in the student's permanent file if the grade revision was made by the Administration. Teachers shall communicate with parents about student grades, performance and any other information the teacher believes appropriate to reveal in the interest of the student. If a teacher believes that the contact information he/she has been provided is inaccurate, he/she shall notify the Building Administration regarding the same. Teachers shall also update the grade book on a weekly basis for parent review.

8. To the extent that funds are available, departmental budgets shall contain provision for a reasonable amount of classroom supplies.

9. The District will provide all teachers with a desk, work space and technology appropriate to their teaching responsibilities, for their own use. Such technology will typically consist of a computer system in each classroom sufficient to run and support the software the teacher is required to use. Appropriate printing arrangements will be provided for these computers. Access to scanners, projectors and other peripheral devices will also be provided as needed. Also, if teachers' classrooms are occupied during their planning periods, effort shall be made to provide desk space for their use.

10. The School Board agrees that the physical safety of students and personnel is a primary concern of the District. In order to maintain reasonable standards of safety at all campuses, the Board will monitor the security needs at all campuses and will, within the context of an educational environment and economic constraints, through its staffing and training practices, take steps to provide for the physical safety of students and personnel.

To promote a climate of safety and security for all students and personnel, the Board and the Union agree that during students' passing periods and prior to the first period of each day and the last period of each day, teachers will make every effort to be at the doorways of their classrooms, the hallways and public spaces near their classrooms in order to monitor students and to provide supervision of students in the hallway. The Board and Union recognize that circumstances and events may prevent a teacher from fulfilling this duty each and every day but agree that this should be the usual or typical responsibility of each teacher.

Teachers shall accompany and monitor their classes at all in-school assemblies, pep rallies and other such functions, unless the students assigned to said teacher are not participating in the assembly, pep rally or other function, wherein it will not be the expectation for the teacher to attend and supervise the function. Teachers who have planning periods during the aforementioned functions may be assigned student supervision at the direction of the Administration and, therefore, paid at the hourly rate.

11. Teachers shall not be required to pay for missing materials and/or equipment issued to students if appropriate records are maintained by teachers.

12. Tenured teachers should assist and guide teachers new to the system.

13. Teachers' requests for services from secretarial or maintenance personnel through use of appropriate current procedures shall be decided upon the educational value of the request.

14. Teachers shall have access to District-required forms.

15. Classroom interruptions are to be permitted only in the case of emergency or when no other reasonable alternative is possible. Field trips are to be considered as an integral part of the instructional program.

16. The District shall utilize the intercommunications system for making necessary announcements and shall endeavor to utilize that system in a manner so as not to interfere with the educational process. Such announcements, insofar, as is practical, should only be made during the first or last five (5) minutes of a period.

17. The District may call upon each teacher to substitute, without pay or other benefit, no more than one period each school term. In making substitution assignments, the Chairs or Administrator shall endeavor to find teachers who wish to accept such assignments on a voluntary basis rather than as an obligation under the terms of this Agreement. Thereafter, the Chairs or an Administrator may require teachers to carry on other substitute assignments at the compensation set forth within Article VIII of this contract. Records shall be kept as to the number of assignments which have been made to individual teachers. These records will be made available within a reasonable period of time after a teacher has fulfilled a substitute assignment. The Chairs or Administrator shall consider such records in making a determination as to which teacher will be assigned to substitute. Substitution shall be assigned as equally as period availability allows. The Chairs or Administrators shall consider any information made available by the teacher regarding prior instances of voluntary and involuntary substitution and shall endeavor to prevent repeated assignments from becoming burdensome.

18. Teachers are to be notified, whenever possible, prior to 6:30 am. on the day of school closing because of an emergency. Specific communication procedures are to be defined by the District on the opening day of each school term and distributed to all teachers.

19. In recognition of varied capacity and achievement among the students, the Board shall hire teachers especially prepared to provide instruction in remedial reading and the other fundamental essentials of education as deemed necessary and within its discretion.

20. Discipline

- a. The Board of Education shall have the right and duty to discipline teachers for acts of insubordination and/or misconduct. Discipline may be issued at an enhanced rate based upon the severity of the offense the teacher has been determined to have committed but the Board agrees to the concept of progressive discipline for just cause.
- b. The parties agree that progressive discipline includes:
 1. Verbal warning (memorialized in writing);
 2. Written reprimand;
 3. Suspension; or
 4. Discharge.

- c. When an administrator calls a conference with a teacher for the purpose of investigating allegations of misconduct which might lead directly to possible disciplinary action or termination of the employee, the following provisions shall be applicable:

1. The teacher shall be informed at least forty-eight (48) hours in advance of an investigatory conference and in writing as to the purpose for the investigatory conference EXCEPT when a teacher is placed on paid administrative leave, a similar prior offense has occurred or when a situation involving physical or emotional harm of a student is in question which will permit the immediate questioning of the teacher. The forty-eight (48) hour period described herein shall exclude weekends and/or school holidays during the school year. However, the forty-eight (48) hour period shall run on all days including winter, spring or summer break.

The written notice herein shall provide a description of the allegations against the teacher and the time frame of the alleged conduct involved.

2. The teacher has the right to be accompanied by a Union representative or other individual at all investigatory conferences.
3. Except in circumstances warranting immediate action, the administrator will not take disciplinary action against the teacher without first affording the teacher, upon request, an opportunity to schedule a subsequent conference to respond to the matter being discussed prior to disciplinary action being finalized. (The subsequent conference may occur immediately prior to the disciplinary conference where the final disciplinary action is issued.)
4. If, after an investigatory conference, an administrator takes disciplinary action against the teacher, the administrator shall provide the teacher with written notification of the reason for the action in a disciplinary conference.
5. In no instance shall disciplinary action be taken against a teacher later than fifteen (15) school days after the conduct leading to the discipline or in the fifteen (15) school days after the time the Administration becomes aware of the action leading to the discipline. When disciplinary action stems from a series of uncorrected instances on the part of the employee, in no event shall discipline occur later than fifteen (15) school days after observation or learning of the last instance. If during the investigatory period described herein the Administration determines that additional time is necessary to complete the investigation, it shall notify the Union in writing of the reasons additional time is needed and it may extend the time period to twenty-one (21) school days. School days are any day in which student attendance is required. During winter, spring and summer recess, week days shall be the equivalent of contractual work days when pertaining to the time frame for the

issuance of discipline. The fifteen (15) or twenty-one (21) day limitation herein shall not pertain to any final disciplinary action imposed by the Board of Education provided that notice of a recommendation for action to the Board of Education has been provided within the fifteen (15) or twenty-one (21) day period set forth herein.

If the alleged conduct of the teacher is such that the disciplinary outcome may result in a suspension without pay, a notice to remedy or a recommendation for termination, the timelines set forth in Section 20(c)(5) shall not be applicable provided that the District provides notice within fourteen (14) calendar days of knowledge of the action that such a potential disciplinary outcome is possible. Any final disciplinary action under this paragraph shall be imposed within one hundred eighty (180) calendar days after the District becomes aware of the alleged conduct. During any extended investigation under this paragraph, the Union President may request an update on the status of the investigation every forty-five (45) calendar days. The District will respond to said requests within seven (7) calendar days. This extended investigation language will only be applicable to conduct which the District becomes aware of subsequent to ratification of this Agreement.

d. As part of any disciplinary action:

1. The teacher being disciplined will be provided with the information forming the basis of the disciplinary action. Such information will be provided to the teacher and his/her representative in a subsequent conference prior to final disciplinary action being taken.
2. The teacher being disciplined may be provided constructive suggestions for correcting the issues identified as the basis for the final disciplinary action.

The parties agree that disciplinary actions are subject to the Grievance Procedure contained in the Agreement.

21. All non-teaching duties not included in the stipend schedule or not otherwise required to be performed under this Agreement, including hall duty, cafeteria duty, study hall, before and after school duty, and the like, shall be compensated at the internal hourly rate and will be paid based upon submission of a time sheet in the next available pay period.

Building principals and designees of the Union leadership shall meet and agree upon plans of action that conform to best practices in curriculum and instruction to improve student performance. These programs shall incorporate teachers who apply online and are approved by the building principal. Plans of action may include activities such as tutoring, test preparation and/or other activities not specifically previously articulated in the collective bargaining agreement. These activities may be performed during a teacher's lunch period, before/after school, on Saturdays or on days when school is not in session. Participating teachers shall be paid at the internal hourly rate defined in this collective bargaining agreement. Any plan of action shall have an evaluation component to determine the effectiveness of the program. Plans of

action will be in existence for one school term unless agreed upon for continuation in a subsequent school term by the building principals and designees of the Union leadership. No teacher shall conduct the activities articulated by this section of this collective bargaining agreement during the teacher's regularly scheduled classes or planning period. All plans of action must be approved by the Board of Education.

Vacancies in these duties will be posted pursuant to Article IV(D)(4) no later than May 1 of each school year.

E. TEACHING LOAD

1. Teaching Assignments.

- a. *Definition:* A teaching preparation shall be any definitive course offering defined by base course code approved by the Deputy Superintendent for Educational Services, as directed by the Superintendent.
- b. Within the constraints of faculty size, scheduling requirements and teacher qualifications, teachers shall be assigned no more than three (3) teaching preparations. If staffing considerations require the assignment of more than three (3) teaching preparations, and the teacher has not specifically requested or approved the additional preparation(s), that teacher may, upon request, receive a written justification containing the reason(s) for the preparation(s) from the Principal or his/her designees. Unless the teacher specifically requests to the contrary, a copy of that written justification shall be submitted to, the President of the Union. The teacher shall make the request for the written justification within five (5) working days after the assigned preparations are presented to the teacher and shall direct the request to the Superintendent with a copy to the Principal and grade level principal. If a teacher is assigned four (4) or more preparations in a semester, he/she shall be paid an Extra Preparation Stipend in the amount of one thousand dollars (\$1,000) for each semester preparation in excess of three (3).
- c. When necessary to assign more than three (3) teaching preparations, such assigned preparations shall be reasonable and equitable, and in the best interests of the students' and teachers' needs. Reasonable criteria include:
 - (1) Interest, experience and training of teacher.
 - (2) Number of course assignments.
 - (3) Nature of the subject taught in terms of time needed for classroom preparation, methods of evaluation, handling of special equipment, apparatus, materials and supplies.
 - (4) The number of other teachers in the department capable of teaching the courses for which the teaching preparations are required.

- (5) The number of preparations the teacher was assigned the previous school year.
 - (6) The number of total students the teacher has in comparison to the number of total students other teachers in the department have.
 - (7) Whether the teacher is scheduled for an annual summative evaluation during the school term when the additional preparation(s) occur.
- d. The ideal limits for class sizes and special education case management workloads are:

Academic Classes (East and West)	30 students
Academic Classes (PMSA)	30 students
Physical Education Classes	50 students
Music Education Classes	100 students
Special Education Case Management Workload	22 students

The Union shall be provided a copy of the Master Schedule no later than the fifteenth (15th) student attendance day of the first and second semester of the school term.

Class sizes shall comply with any and all state and federal laws. Upon approval of a waiver by the Illinois State Board of Education for an issue of non-compliance, the District will provide the Union with notice of the waiver.

Should problems occur with class size or distance learning programs, the Board and Union agree that the following protocols shall be followed to address the concerns:

Class size and/or distance learning problems shall be reported by the Union President to the Assistant Superintendent for Academics and Family Services for analysis and resolution. Problems are defined as those which exceed current contractual language as it pertains to teaching loads or a contention by the Union that class sizes for similar classes are not reasonably balanced within a building.

Counselors and Social Workers are permitted to meet and confer with the Building Principal to discuss and possibly redistribute workloads based upon the needs of the students and the assignments for the Counselors and Social Workers.

Teachers whose classes exceed the ideal class size by five (5) students for the majority of a semester or case managers whose workload exceeds the ideal limit by five (5) students shall receive an additional one thousand dollars (\$1,000) per class per semester which meets these thresholds. A majority of the semester is defined as one (1) more day than half (1/2) of the school days in a semester. Eligibility for payment in this Section only applies to the 2022-2023 school year and beyond.

Outside of the payment discussed above and to the extent that the goals set out above are not achieved or a contention regarding the reasonable balance of similar class sizes within a

building is not achieved, the Union may request a consultation with the Superintendent to discuss methods to bring actual average class sizes closer to the goals. Suggestions made by the Union during such discussions shall, however, take into consideration the reliable number of faculty, scheduling difficulties and the Types of program day options offered to the students.

In the month of May or June of each school year, the parties shall meet to review the master schedule for the upcoming school year and anticipated class loads and class size balancing across similar courses within each building in accordance with the ideal class size limits and overages in the Collective Bargaining Agreement. The Union shall appoint three (3) representatives, and the District shall appoint three (3) representatives.

2. Periods assigned.

- a. 2021-2022 School Year – A teacher's regular daily teaching schedule shall include eight (8) periods including five (5) teaching periods, one (1) planning period, one (1) duty free lunch period which shall be in length equal to the regular class periods and one (1) flex/duty period. The duty period at PMSA, PWMSA and PEMSA shall be used for professional learning, team meetings, IB-related tasks, collaboration time, curricula projects, admission functions, and/or staff meetings. The flex period at Proviso East and Proviso West shall be used as follows: one (1) day per week as professional learning collaboration, three (3) days per week as extended learning opportunity days ("ELOS") for identified students and one (1) day for teacher directed activities. It is understood and agreed that on the first Friday of attendance each month at Proviso East and Proviso West, in lieu of teacher directed activities, this day may be scheduled for professional learning, grade level team meetings, collaboration time and/or a staff meeting. For purposes of this section, the substance of the teacher directed activities will be aligned to curriculum, instruction or assessment. The activity utilized will be determined by the individual teacher and may include, but not be limited to, the following: (a) collaboration between teachers, (b) data analysis, (c) professional reading related to school plans and initiatives, (d) lesson/assessment planning and peer review, (e) collaborative review of assessment results, (f) family communication and/or parent meetings, (g) committee and team meetings. Compensation shall be made for any additional monthly or semester teaching assignment and such assignment shall remain voluntary.
- b. 2022-2023 School Year and Beyond – A teacher's regular daily teaching schedule shall include eight (8) periods including five (5) teaching periods, one (1) planning period, one (1) duty free lunch period which shall be in length equal to the regular class periods and one (1) duty period. The duty period shall be used for providing tutoring and other student supports, professional learning, team meetings, IB-related tasks, collaboration time, curricula projects, admission functions, EL and Special Education case management, and/or staff meetings. Compensation shall be made for any additional monthly or semester teaching assignment and such assignment shall remain voluntary.
- c. In developing the master teaching schedule, the Administration shall use its best efforts to not assign a teacher more than three (3) consecutive

teaching periods. It is understood and agreed that voluntary sixth assignments shall not be considered a teaching period for purposes of this section. If staffing considerations require the assignment of more than three (3) consecutive teaching periods, and the teacher has not specifically requested or approved the additional assignment, that teacher may, upon request, receive a written justification containing the reason for the assignment from the Chairs. Unless the teacher specifically requests to the contrary, a copy of that written justification shall be submitted to the President of the Union. The teacher shall make the request for the written justification within five (5) working days after the assignments are made and shall direct the request to the Superintendent with a copy to the Chairs.

3. The Administration, through the building principal, shall make classroom assignments in a manner to avoid teachers being required to make unnecessary moves between classrooms. Special consideration shall be given to avoiding unnecessary moves when the courses taught require the transfer of materials. A teacher who is required to travel between schools shall be informed of the reasons for the need of the assignment.

F. GUIDELINES FOR HOMEBOUND INSTRUCTION

1. The teacher is to be informed of the nature of the student's illness or situation. If reason for the homebound instruction is not obvious (i.e. broken leg, etc.) the teacher is to be provided with information stating the student's problem or a doctor's note.

2. The parent or guardian is to be present at all times in the house or apartment or the teacher must leave, and the service is to be terminated. The presence of a parent or guardian is not required in hospitals or in the homes of married students.

3. The parent or guardian is to see that the area of instruction is provided with an atmosphere conducive to instruction.

4. The teacher is to record grades and give regular exams, just as the teacher does for regular classes.

5. The responsibility of providing special materials and tools is that of the parents or guardian, and not that of the teacher.

6. A letter of guidelines for homebound instruction is to be mailed to the parents or guardian before instruction is to begin.

G. MEETINGS

1. The Board and Union will notify each other of their regular and special meetings. The Board will attempt not to call a special meeting on an evening which falls at the same time as a regular Union meeting. On no more than four (4) scheduled Union meeting days per school term, Union members may leave at the end of the last class period to attend the meeting at the other school. Union Executive Board members may leave at the end of the last class period of the school day to attend Executive Board meetings on no more than ten (10) days in non-contract negotiating years or thirteen (13) days in a contract negotiating year.

2. The dates of regular department meetings shall be set by the Building Principal or designee within the first month of the school term or within the first month of each semester, or in any case, no less than one (1) week before a regularly scheduled meeting provided that no more than two (2) meetings may be called in the first month of the school year, prior to the development of the full regular meeting schedule. Special department meetings may be called upon three (3) days prior notice. Special department meetings shall be limited to one (1) a month except in case of an emergency or where the matter which is the subject of the meeting requires immediate action.

3. A copy of the basic agenda of all public Board meetings, as supplied to all Board members, shall be furnished, via school mail, to the President and the Vice-President of the Union on the same date as sent to the Board members. The Union President may request any information reasonably required to understand the items on the agenda, and/or addendum, which are not of a confidential nature. Addenda shall be furnished to the Union President at the same time such items are furnished to Board members.

4. Professional learning community (PLC) meetings shall occur for all teachers (counselors, librarians, classroom teachers and social workers) on the first late start school day of the week. The purpose of these meetings shall be for collaboration between teachers in common subject areas. Special education teachers, counselors, social workers and elective teachers shall attend PLC meetings based on an individual's specific content area, unless the building principal determines there is a special circumstance for such individuals to meet in a separate group no more than two (2) times per month.

V. EVALUATION GUIDELINES

The Board's designees and the Union shall develop a "Plan for Staff Evaluation," by working together collaboratively. The "Plan for Staff Evaluation" will promote student achievement and best practices in teaching, and will comply with the rules, regulations and laws as enacted by the General Assembly of the State of Illinois or by the Illinois State Board of Education. While teachers will make lesson plans for their classes, no teacher shall be required to submit lesson plans on a regular basis unless done so as part of a remediation plan as set forth in Section 24-A of the Illinois School Code.

Within thirty (30) school days of the receipt of an evaluation rating of "Needs Improvement" or "Unsatisfactory" by a teacher in contractual continued service, the District will develop a "Professional Development Plan" or "Remediation Plan" as required by Section 24A-5 of the Illinois School Code and 23 Ill. Admin. Code 50.100(d).

VI. PROFESSIONAL LEAVES AND ABSENCES

A. LEAVE OF ABSENCE FOR ADVANCED STUDY

Teachers under tenure may be granted a leave of absence for a period of one (1) year for the purpose of continuing their studies or otherwise advancing their professional growth in a manner which is judged by the Board to have a direct relationship to their contractual duties at Proviso. A request for leave of absence for advanced study must be submitted to the Superintendent by March 1st prior to the school year in which the leave is desired. The Superintendent shall forward to the Board the application along with a recommendation. Where

an initial leave of absence for advanced study is granted, the Board may grant an extension or extensions to the leave of absence. The application shall state with specificity the course of instruction or other activities in which the teacher intends to engage. A teacher receiving a leave shall be credited with teaching experience for such period of leave and shall, upon return, be placed on the salary schedule at such step as though the teacher remained in teaching service at the District during this period. However, no teacher shall be credited with teaching experience or advanced upon the salary schedule in the event that the teacher has not completed at least 24 semester hours during the leave of absence in the event that the leave was for educational purposes or has completed the specified non-academic program in the event that a leave for that purpose was approved by the Board. The teacher on leave must confirm, via registered mail, return receipt requested, prior to March 1st, of each school term during which the leave is taken, the teacher's intention to return; and such failure to notify the Board shall permit the Board to take disciplinary action against the teacher either for breach of this contract or through seeking the teacher's dismissal. The Board may also refuse to re-employ the teacher for the subsequent school year since notice of the teacher's intention to return was not transmitted to the District within the period set forth in this Agreement.

B. SABBATICAL LEAVE

1. Sabbatical Leave, for a school term, may be granted for a number of reasons. The following priorities shall prevail:

- a. Formal study at an accredited college or university toward a doctorate.
- b. Study for a specialty program or advanced degree with at least twelve (12) semester hours per semester, or other equivalent work, unless this requirement for the taking of minimum hours or equivalent work is waived by the Superintendent.
- c. Research work under the guidance of competent research personnel.
- d. Travel, either domestic or foreign, as part of an approved program of study or class material preparation.

In regard to (a), (b), (c), and (d) above, the field of study or research work must be in the specific area taught by the teacher or a field of study or research valuable to the District. Applicants for sabbatical leave must submit such requests in a form prescribed by the Board. Further, brief quarterly reports during the sabbatical leave followed by a final report, in a prescribed form, shall be submitted to the Board.

Sabbatical leave requests, submitted on or before December 1st, prior to the school year the leave is desired, shall be acted upon by the Board at their regularly scheduled December meeting. Appropriate action by the Board shall be in accordance with provisions stated in Article VI, Section B, of this Agreement and shall be irrevocable unless the Board is notified by the teacher that the teacher chooses to decline the leave or unless the Board should learn of facts which change the nature or content of the leave previously requested. In the event that the teacher wishes to decline the leave, notification must be given to the Board at least ninety (90) days prior to June 30th, preceding the school term for which the leave was requested.

Sabbatical leave requests shall be accepted after December 1st, should the authorized number of leaves not be granted by the Board at its December meeting. Such selection and approval shall be in accordance with the provisions in Article VI, Section B, of this Agreement; however, in no case, shall sabbatical leave requests be accepted after March 15th, preceding the school term for which the leave is requested.

2. For the encouragement of continued professional development, sabbatical leaves for periods not to exceed one (1) school term shall be granted to teachers at any time after the completion of at least six (6) years of satisfactory service as a full-time teacher in the District, provided the conditions herein stated are met during absence pursuant to such leave and such teacher shall receive the same basic salary as if in actual service. The Board shall pay the contribution to the Teachers' Retirement System required of the person on leave computed on the salary of such person for the year immediately prior to the leave. A teacher receiving a sabbatical leave shall be credited with teaching experience for such period of leave and shall, upon his return, be placed on the salary schedule at such step as though the teacher had remained in teaching service at Proviso during this period.

3. Not more than six (6) teachers shall be granted sabbatical leave during any one school term and not more than three (3) teachers shall be granted such leave from the same department '(one (1) from each school), except at the discretion of the Superintendent.

4. Sabbatical leaves shall be granted to teachers in the order of their seniority at Proviso, except that in all cases a teacher making application for a first sabbatical leave shall have preference over one who has previously had sabbatical leave one or more times. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until the teacher has completed at least six (6) years of satisfactory service as a full-time teacher in the District.

5. Teachers receiving permission to take a sabbatical leave shall inform the Superintendent in writing of their intention either to accept or to decline such leave. Such notification shall be given at least ninety (90) days prior to the June 30 preceding the school term for which this leave is scheduled. Exceptions to this rule may be made at the discretion of the Superintendent. Teachers shall submit plans for sabbatical leave to the Board, through the office of the Superintendent, for approval. The teacher will then enter into a sabbatical leave Agreement with the Board.

6. The teacher who takes a sabbatical leave shall agree in writing to the following conditions:

- a. The teacher shall teach one (1) school year at Proviso after returning from sabbatical leave. If, however, the teacher fails to provide the one (1) school year of service after returning from sabbatical leave, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by incapacitating illness, or injury, or death. However, should the teachers overcome their incapacity, they shall fulfill their obligation.
- b. If teachers change their plans after arrangements for a leave of absence have been made and a substitute has been hired, the teachers lose their sabbatical seniority rights (but not their tenure rights) and agree to wait one

semester to return to the District, unless another vacancy occurs into which they can be placed.

7. Without regard to any other provision contained within this Article VI, the decision as to whether the Board shall grant one or more sabbatical leave within a school term shall reside within the sole and exclusive decision of the Board. The existence of Subsection B within this Agreement shall establish those procedures under which the Board will grant sabbatical leaves if it determines within its sole discretion that the granting of such leaves is within the economic capabilities of the District and is desirable to enhance the educational program of the District.

C. SICK LEAVE

Absence Due to Illness: A teacher who is absent from duty because of death in the immediate family or because of personal illness or serious illness in the immediate family shall receive full salary in accordance with the plan for sick leave or bereavement leave, details of which are as follows:

1. The definition of sick leave shall be interpreted to mean personal illness, serious illness in the immediate family or household, or death in the immediate family or household.

The immediate family, for purposes of this Agreement, shall be defined as parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Where sick leave is taken for a serious illness in the immediate family or household, the teacher must utilize the period of such sick leave for the purpose of assisting the individual whose illness has caused the leave to be taken.

2. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive working days for personal illness, or as it may deem necessary in other cases.

3. Teachers shall be granted sick leave in the amount of fourteen (14) days at full pay in each school term or seven (7) days in a semester for any teacher who is hired to commence teaching during the second semester of a school term. Any teacher who uses one (1) or fewer sick days in any semester shall be awarded one (1) bonus sick leave days in the next semester.

Teachers who are hired to commence teaching during the second semester of a school term shall receive half (1/2) of the allotted amount above.

Teachers shall be entitled to any and all leaves provided by State or federal law based upon the teacher contracting COVID-19 including, but not limited to, benefits under the Emergency Paid Sick Leave Act ("EPSLA") provided that appropriate notification and documentation is provided.

4. If any such teacher does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate to an unlimited number of school days at full pay.

5. The cumulative record for the presently employed teachers shall be established as of their initial date of employment.

6. Teachers who receive a leave of absence on account of illness shall not receive teaching experience credit for the duration of the leave but shall retain their place on the salary schedule.

7. A teacher shall be entitled to a three (3) day paid leave for a death in the immediate family of the teacher or the teacher's household. Such leave shall not be considered as part of sick leave. The immediate family, for purposes of this Agreement, shall be defined as parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, (the foregoing includes those designated as "step-") legal guardians and other members of the teacher's household. If there is reason to believe that there may have been a misuse of this leave, the teacher may be asked to submit proof of death and relationship to the Human Resources Department.

D. SICK LEAVE BANK

The Board and Union agree to the establishment of a Sick Leave Bank. The purpose of the Sick Leave Bank will be to provide a substantial number of days to be utilized by Union members when the need for sick days exceeds the number of days accumulated by a teacher. The Sick Leave Bank is an emergency type procedure not intended to replace the Illinois Retirement System's disability procedures. The Union shall assume total responsibility for administration of the Sick Leave Bank. Such administration shall include, but not be limited to, collection of donated days, processing requests for the utilization of days from the bank and the distribution of days to a Union member.

The Office of Human Resources, pursuant to written authorization from the Union member, shall provide the Union with any information needed to administer the Sick Leave Bank. Such information may include, but not be limited to, the number of accumulated sick days available to a Union member, notice of when a Union member returns from an extended sick leave and the Union member's history of sick day utilization, to the extent such information is available.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, action, complaints, suits, or other forms of liability or demands that shall arise out of, or by reason of the creation of the Sick Leave Bank and/or the Union's operation of the same.

E. EXTENDED LEAVE OF ABSENCE

1. Leave of absence for care for ill members of the family: Leave may be granted for not more than two (2) years, to teachers under tenure, to care for ill members of the immediate family. The Superintendent may require proof that leave is necessary before such leave is granted.

2. Leave of absence for physical or mental illness: Extended leave may be granted to teachers under tenure upon recommendation of the Superintendent and approval of the Board. Leave, for mental reasons may be extended annually not to exceed two (2) years; physical cases, not to exceed three (3) years. The teacher, upon return, shall present to the Board a statement of satisfactory health by a qualified examining physician designated by the Board.

3. Requests for all extended leaves of absence must be in writing and such leave shall be approved by the Board. Such leaves shall be without pay and no increment in the salary

schedule shall be recognized for such a leave, unless a semester or more of service has been completed before such a leave. Except as herein above provided, no school benefits shall be applicable during an extended leave nor shall credit be given during such period towards sabbatical leave if such leaves are granted.

4. Any teacher upon an extended leave of absence shall be required to notify the Superintendent by certified mail, return receipt requested, prior to March 1st of each school term for which the leave of absence is granted whether the teacher will be available for assignment during the school term commencing the following August/September. However, that under unusual circumstances not within the teacher's control, and provided further, that no substitute has been lured, for the position of the teacher on leave who cannot be placed elsewhere in the system, such teacher shall be allowed to return without having given notice of such intention as provided above.

F. MATERNITY LEAVE

Teachers beyond the probationary period may, upon request, be granted a maternity leave, subject to the following conditions:

1. Written notification to the Superintendent or designee must be made by the time the teacher is four (4) months pregnant.

2. The date of the beginning and ending of leave shall be scheduled to make only one (1) interruption in the school term. The term of the leave shall not be longer than the end of the school year in which the leave is requested, unless additional leave is granted by the Board for the following semester and/or the entire next school year.

3. A step increment shall be granted for teachers who complete the equivalent of a semester or more of teaching during the school term in which the maternity leave is granted.

4. Maternity leave shall be treated as any other physical disability for the period of time that the teacher is incapacitated by doctor's certification, provided, however, that maternity illness beyond that period of time when the teacher is an in-patient in a hospital shall be limited to a period of fifteen (15) days for any one birth. The Superintendent may, however, in the presence of detailed medical information regarding the incapacitating nature of the maternity illness, allow sick leave credit to be given beyond the period of fifteen (15) days. The Superintendent shall exercise his discretion in this matter in a reasonable and liberal manner.

G. PERSONAL LEAVE

1. Teachers shall be entitled to three (3) days per year for personal business, religious holidays or unforeseen emergencies, which cannot be attended to before or after school hours, or on Saturdays, Sundays or holidays. Notice of such absence, within reason, shall be given, when possible, at least a day in advance. In the absence of compelling emergency, such personal leave days cannot be taken before or after holidays or vacations except for the purpose of religious holidays. Unused personal leave days shall be added to the teacher's accumulated sick leave under this Agreement.

2. An application form for personal business leave will be used.

H. LEAVE OF ABSENCE

Employees, under tenure may be granted a leave of absence for a period of up to one (1) year. A request for leave of absence must be submitted to the Superintendent by November 1st for a leave for the next semester or by March 1st prior to the school year in which a full year's leave is desired. The Superintendent shall forward to the Board the application along with his recommendation. A teacher receiving such leave shall not be credited with teaching experience for such period of leave. The Board, in ruling upon the application, may consider the teacher's performance, need of the school system, likelihood of the teacher's returning and all other factors. The Union recognizes that the decision of the Board is totally under its control and no such leaves need be granted during the period of this Agreement.

Teachers who have been granted a one (1) semester or one (1) year leave may by March 1st prior to the next school term request an extension of the leave for an additional one (1) year period.

Any teacher upon a leave of absence shall be required to notify the Superintendent by certified mail, return receipt requested, prior to March 1st of each school term for which the leave of absence is granted whether the teacher will be available for assignment during the school term commencing the following August/September. The Board may refuse to reemploy the teacher for the subsequent school year if notice of the teacher's intention to return was not transmitted to the District within the period set forth in this Agreement. Should March 1st fall on a weekend or on a holiday, said notification shall be required by 4:00 p.m. the next business day.

I. LEAVE INSURANCE BENEFITS

Teachers granted unpaid leave under Article VI of the agreement, EXCEPT for Family Medical Leave pursuant to Section VI(J), shall be required to pay 100% of the premiums for their medical benefits during the term of such unpaid leave.

J. FAMILY MEDICAL LEAVE ACT

Congress has passed the Family and Medical Leave Act ("FMLA") which gives employees who have been employed at least twelve (12) months, and who have worked at least twelve hundred fifty (1,250) hours in the twelve (12) month period before any leave, the right to take a maximum of twelve (12) weeks of family or medical leave during a twelve (12) month period. FMLA grants employers some discretion in how they will implement its leave provisions. The Board hereby makes the following determinations regarding those areas in which employers have discretion in implementing FMLA.

1. *Definition.*

Under FMLA, a family and/or medical leave of absence shall mean an approved absence available to eligible teachers for up to a total of twelve (12) work weeks of all leave, paid and unpaid, per twelve (12) month period under particular circumstances that are critical to the life of a family. The twelve (12) month benefit period shall be measured from July 1st to June 30th unless a different twelve (12) month period is designated by the Board.

2. *Scope.*

Under FMLA, the provisions of this procedure shall apply to all family and medical leaves of absence. If an employee is entitled to both unpaid leave under FMLA and paid leave under the Board policies or this Agreement, any qualifying leave shall first be covered by appropriate paid leave, and the balance of up to a total of twelve (12) work weeks of leave shall be unpaid.

3. *Eligibility.*

To be eligible for leave under the Board policy an employee must have been employed for at least twelve (12) months in total, and must have worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period preceding the commencement of the leave.

4. *Definition of Serious Health Conditions.*

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. Examples of serious health conditions include, but are not limited to: heart conditions requiring heart bypass or valve operations; back conditions requiring extensive therapy or surgical procedures; severe respiratory conditions; appendicitis; emphysema; severe nervous disorders; injuries caused by serious accidents on or off the job; or on-going pregnancy, miscarriages, complications of illnesses related to pregnancy, such as severe morning sickness, the need for prenatal care, childbirth, and recovery from childbirth.

5. *Basic Regulations and Condition of Leave.*

- a. The District will require medical certification to support a claim for leave for a teacher's own serious health condition or to care for a seriously ill child, spouse or parent for the teacher's own medical leave; the certification must include a statement that the teacher is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the teacher is needed to provide care. At its discretion, the District may inquire a second medical opinion at its own expense.
- b. If medically necessary for a serious health condition of the teacher or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule if such leave can be reasonably accommodated in the school program.
- c. Spouses who are both employed by the District are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent. The term parent is defined broadly to include biological parent or an individual who has legally been accorded custody of a child.
- d. Entitlement to leave for a birth or placement of a child expires at the end of the twelve (12) month period beginning on the date of the birth or placement. *Illustration:* If a child is born on March 19th, the twelve (12) weeks of leave must be taken by March 19th of the following year.

6. *Notification and Reporting Requirements.*

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the teacher must provide thirty (30) days prior notice, and make efforts to schedule leave so as not to disrupt District operations. Failure to provide the required notice may result in delaying the start of the leave. In cases of illness, the employee will be required to report at three (3) week intervals on his or her leave status and intention to return to work.

7. *Status of Employee Benefits.*

- a. Any teacher who is granted an approved leave of absence under the Board policy shall retain all insurance benefits, as such benefits may be modified for the group, for the duration of the leave.
- b. In the event that a teacher elects not to return to work upon completion of an approved leave of absence, the District may recover from the employee, the cost of maintenance of the teacher's coverage, unless the failure to return was for reasons beyond the teacher's control. These reasons may include the continuation, recurrence, or onset of a serious health condition affecting the employee's spouse, child, parent, or himself or herself that entitles the employee to take leave under FMLA.
- c. If a teacher claims that he or she cannot return from leave because of a serious health condition, the teacher must provide certification from a health care provider of the teacher or of the son, daughter, spouse, or parent of the teacher, as appropriate, that he or she is unable to return to work because of a serious health condition. The teacher must provide a copy of the certification to the District within five (5) days of the expiration date of the leave.

8. *Procedures.*

- a. Completion of Request for Family and Medical Leave of Absence Form: A Request for Family and Medical Leave of Absence Form must be submitted by the teacher on a form provided by the District, completed in detail, signed by the teacher, submitted to the Principal for proper approvals, and forwarded to the Personnel Department whenever possible, the form should be submitted thirty (30) days in advance of the effective date of the leave as stated in Section 6.
- b. All requests for Family and Medical Leave of Absence will include the following information attached to a completed Request for Family and Medical Leave of Absence form: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for a teacher's illness, the certificate must state that the teacher is unable to perform the functions of his or her position. In the case of certification for intermittent

leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

9. *Effect of Board/Union Contracts.*

All provisions of the statute providing family medical leave shall prevail to the extent that they provide greater rights and benefits than currently provided under applicable Board policies and this Agreement. Regardless of whether the FMLA is modified, amended and/or rescinded, the language of the statute shall control the terms of an individual's permitted family medical leave.

10. *Special Rules Concerning Instructional Personnel of Educational Agencies.*

When teachers request leave close to the end of an academic term additional rules apply. Depending upon staffing and, educational needs, the District may elect to implement any or all of the special rules of FMLA as deemed necessary under the following conditions.

- a. If an instructional employee begins leave more than five (5) weeks before the end of the school term for any of the reasons provided in the general leave requirements, the District may require the teacher to continue taking leave until the end of the academic term, if:
 - (1) The leave is at least three (3) weeks; and
 - (2) The return would take place during the last three (3) week period of the school term.
- b. If the teacher begins leave less than five (5) weeks before the end of the academic term for the birth or placement of a child or for the serious health condition of a child, parent or spouse, the school may require the teacher to continue taking leave until the end of the academic term, if:
 - (1) The leave is longer than two (2) weeks, and
 - (2) The teacher's return would take place during the last two (2) week period of the school term.
- c. If the teacher begins leave less than three (3) weeks before the end of the school term for the birth or placement of a child or for the serious health condition of a child, parent, or spouse, and the leave is for more than five (5) working days, the District may require the teacher to continue taking leave until the end of the school term.

VII. GRIEVANCE AND IMPASSE PROCEDURES

A. *GRIEVANCE (Defined)*

A grievance under this Agreement is a claim by the Union that the Board has violated an expressed provision of this Agreement.

A grievance may be brought:

- (i) By teachers in person on their own behalf;
- (ii) By a teacher accompanied by a Union representative;
- (iii) By a Union representative in the name of the Union.

B. PROCEDURE FOR ADJUSTMENT OF GRIEVANCES

1. Union grievances shall be presented and adjusted in accordance with the following procedures:

a. Informal Conferences.

- (1) A complaint shall first be discussed with the Principal (if it is a building complaint) or the appropriate central office administrator with authority to resolve the complaint (if it is a District complaint). The object of discussing the complaint with the individual identified above is resolving the matter informally within twenty (20) working days of the event which is the basis of the grievance:

The Union shall be entitled to be present during the discussion of a grievance, and no resolution shall be made unless the Union has been present, unless the teacher requests that the Union not be present.

- (2) In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the Principal or central office administrator with the authority to resolve the complaint shall inform the Union of the adjustment, if the teacher so requests.
- (3) The principal or central office administrator with the authority to resolve the complaint shall provide a written adjustment to the Union within ten (10) working days of the informal discussion.

b. Formal Conferences.

Two (2) steps are hereafter set forth by which formal conferences may be held to resolve a grievance which has not been resolved through informal conferences. It is the intention of both parties that the timetable for the accomplishment of actions set forth in steps I and II may be substantially complied with. It is further recognized that on certain occasions either the Union, the Board or both may require some additional days to accomplish an act required to be done within a specified number of days. For that reason, both the Union and the Board shall be able to utilize a total of five (5) grace working days, which may extend the period of time during which any act is required to be accomplished. If the Board or the Union should use up these five (5) grace working days, then all further acts required to

be performed within that time or, as regards the Board, the grievance shall accelerate to the next step and, as regards the Union the grievance shall be terminated.

STEP I. Within ten (10) working days after receiving the decision of the Principal or central office administrator with the authority to resolve the complaint, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing and shall set forth specifically the act or conditions and the grounds on which the grievance is based.

- (1) The Superintendent shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants in this conference shall be those who participated in the informal conference, and such other appropriate persons who may be required by the Superintendent and/or the Union.
- (2) Within ten (10) working days after receiving the grievance, the Superintendent shall communicate his/her decision, in writing, together with supporting reasons, to the Principal, the Union representative, the Union President, to the aggrieved teacher, if any, and other necessary parties.

STEP II. Within ten (10) working days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. This appeal shall be in writing and shall be accompanied by a copy of the appeal at Step II and of the decision at Step I.

- (1) Within a reasonable time after receipt of the appeal, but not later than its next regular meeting, the Board shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step II and counsel for the Union, if any, unless the grievance is being processed by a teacher(s) in person on their own behalf. Participants in this hearing shall be given at least three (3) working days' notice of the hearing.
- (2) Within ten (10) working days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the Principal, the Superintendent, the Union representative, the Union President, counsel for the Union, if any, and to the aggrieved teacher, if any.

C. GENERAL CONDITIONS AND RULES

1. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
2. In all steps of the grievance procedure, when it is required by the administration for individuals to be involved during school hours, they shall be excused with pay for that purpose.

3. No teacher at any stage of the grievance procedure shall be required to meet with any Administrator about this grievance without union representation.

4. The parties shall not discuss the grievance with anyone not officially involved.

5. If a grievance is of such nature as to require immediate action, the person designated to act for the Union may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Union representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step III.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits or to follow the procedural requirements herein stated shall be deemed an acceptance of the decision.

7. The time limits specified in this procedure may be suspended and/or extended, in any specific instance, by mutual agreement in writing.

8. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

9. In the event that grievance procedures do not result in satisfactory resolution of the problem, either party may declare an impasse. Immediately upon receipt by the second party of the declaration of impasse, impasse procedures as provided herein shall take effect.

10. Working days shall be defined as days on which the central office is open. Unless the term "working days" is specifically used, it shall be deemed to be calendar days.

D. ARBITRATION PROCEDURES

In the event that the Union is not satisfied with the result of the grievance at the previous steps, the dispute shall be resolved by an arbitrator. The parties may choose any individual or agency to serve as a binding arbitrator. The Union must request binding arbitration within thirty-five (35) days after the decision of the Board. If the parties cannot agree on an arbitrator within ten (10) days after the Union has made the request for binding arbitration, the parties shall apply to the American Arbitration Association for the selection of an arbitrator by striking names from a list. The arbitrator shall limit his decision to the interpretation, application or enforcement of this Agreement. The arbitrator shall expressly confine himself to the precise issues submitted to him and shall have no authority to consider any other issues not so submitted to him. The expenses of the arbitrator shall be shared equally by the parties.

A decision shall be rendered within thirty (30) days after the close of the evidence. The arbitrator shall resolve all impasses strictly on the basis of the terms of the existing contract.

The arbitrator shall be without the power or authority to make any decision which would be contrary to, inconsistent with, or modifying to, in any way, the terms of this contract, or any applicable laws.

The findings or recommendations of the arbitrator shall be received in good faith by both parties.

Costs of the impasse procedures shall be shared equally by the Union and the Board.

VIII. FACULTY SALARIES

It is intended that this salary schedule shall serve as a means by which the Board within the financial ability of the District, may employ teachers with the capacity to, offer the best possible education to the children of the community.

Statutory Requirement

The *Illinois School Code*, Section 24-7, provides: In fixing salaries of certified employees school boards shall make no discrimination on account of sex.

Specific Aim

The salary schedule should provide for equal pay for equal work by people of equal training and experience, except that extra pay shall be paid for those specific jobs herein after listed in the other sections of this Agreement.

The salary rates in the agreement will increase as follows:

- 2021-2022 salary shall increase by 3.0% inclusive of Step on the Salary Schedule. In addition, teachers shall be eligible for an off schedule BOE Teacher Appreciation Bonus of Five Hundred Dollars (\$500.00) paid at the end of the school year, separately, for all bargaining unit employees who complete the 2021-2022 school year and who have worked for a minimum of 120 school days within the school year.
- 2022-2023 salary shall increase by 3.0% inclusive of Step on the Salary Schedule. In addition, teachers shall be eligible for an off schedule Teacher Retention Bonus of \$250.00 paid separately at the same time of the second payroll in September for all returning bargaining unit employees who worked at least 120 school days within the prior school year and an off schedule BOE Teacher Appreciation Bonus of \$250.00 paid separately for all bargaining unit employees who complete the 2022-2023 school year and who have worked for a minimum of 120 school days within the school year.
- 2023-2024 salary shall be increase by 3.0% inclusive of Step on the Salary Schedule. In addition, bargaining unit employees shall be eligible for an off schedule Teacher Retention Bonus of \$250.00 paid separately at the same time of the second payroll in September for all returning bargaining unit employees who worked at least 120 school days within the prior school year and an off schedule BOE Teacher Appreciation Bonus of \$250.00 paid separately for all bargaining unit employees who complete the 2023-2024 school year and who have worked for a minimum of 120 school days within the school year.

Teachers who are off of the salary schedule or who have moved from Step 29 to off schedule status, but who are not in the retirement incentive, shall receive the same percentage annual increases as listed above for those on the Salary Schedule.

A. TEACHER PLACEMENT ON SCHEDULE

1. Teachers shall be granted credit for previous teaching experience in the ratio of one (1) year of experience in other schools to equal one (1) year in Proviso up to a maximum of ten (10) years of credit. Military service shall be credited as provided for in Article VIII, Section A.3.b, of this Agreement. The combined teaching/military service credited for placement on the Proviso salary schedule will be at the discretion of the Superintendent provided that the total credit shall not exceed the limits set forth herein.

- a. Teachers hired after the beginning of the school term and before the beginning of the following semester shall receive credit for one (1) full year provided that the teacher taught for one hundred twenty (120) days.
- b. Night school teaching experience may be credited at the discretion of the Administration and with the approval of the Board. Such credit shall be based on the ratio of the number of hours taught a year in night school to the number of hours in a regular school year, except as indicated in Section 4 below.
- c. Full-time teaching as a civil service employee or similar teaching may be credited at the discretion of the Administration and with the approval of the Board on the same basis as regular outside experience, i.e., one for one.

2. The Board may grant vocational education teachers credit on the salary schedule for prior trade experience. This shall be in addition to other prior teaching service credit.

3. Military service shall be considered as teaching experience subject to the following conditions:

- a. A teacher who leaves the District to go into military service (required) and then returns to the District shall receive full credit on the salary schedule for such military service.
- b. Prior service for military credit shall be granted on the same basis as outside teaching experience one year of military service to equal one year of District teaching credit with a maximum of four (4) years military service credit being granted.
- c. The total credit for prior teaching experience and military service shall not exceed the maximum credits provided for in Article VIII, Section A. of this Agreement.
- d. In the time of national emergency, teachers enlisting in or drafted into military service, shall be credited with teaching experience for the period of such compulsory service and, upon their return, shall be placed on the schedule at the same step as if they had remained in teaching service at the District for such period. Service in the U.S. Peace Corps shall be

considered on the same basis as military service, upon the recommendation of the Superintendent and approval of the Board.

4. A maximum of one (1) year of teaching credit shall be allowed for any one (1) calendar year.

5. Where prior credit involves a fractional part of a school year, any fractional part between one-half (1/2) and one (1) full year, inclusive, shall be counted as one (1) whole year. Any fractional part less than one-half (1/2) school year shall not be counted.

6. Where prior credit involves a fractional part of a year of military service, six (6) months to twelve (12) months, inclusive, shall be counted as one (1) full year of military service. Any fractional part less than six (6) months shall not be counted.

7. The Administration shall confer with the Union in regard to teacher placement on the salary schedule in those cases where the Union expresses an interest.

8. Teachers who are required to make one (1) physical transfer between one campus and another during the school day shall make such transfer during a release period (teachers who transfer between one campus and another teach four (4) periods and have a release period for travel time). These teachers shall be reimbursed mileage for such travel at the rate established by the Internal Revenue Service.

B. BASIC SALARY

1. Holders of the Bachelor's degree: Placement on the salary schedule will be determined by the degree earned and number of additional graduate hours completed in an accredited Master's Program plus the total number of creditable years of experience as granted in Section A and the years of service in the District.

2. In order to be placed in the Master's lane, teachers must have been awarded a Master's Degree at the time of hire. In order to be placed in the Master's plus lane, a teacher must have been awarded a Master's Degree and in addition have successfully completed the requisite number of graduate hours beyond the Master's Degree at the time of hire or been awarded a Master's Degree which requires more than the requisite standard of thirty (30) credit hours. As an example, a Master's degree which requires sixty (60) credit hours for completion would cause for the teacher's initial placement to be in the MA+30 lane. Lastly, in order to be placed in the Ed.D. or Ph.D. lane, said degree must have been conferred at the time of hire.

3. The basic salary schedule shall apply to every teacher, and there shall be no deduction from or addition to the basic salary for any teacher, except as otherwise indicated in this Agreement.

4. Any monies deducted from a teacher's paycheck through payroll deduction for association dues, credit union, bonds, annuities or for other similar deductions, once such deductions and the forms involved to accomplish them have been approved by the Administration, shall be transmitted to the appropriate agency within five (5) business days. The Board shall not be responsible for delays caused by other parties to the transaction including but not limited to postal transfer or actions of the Township Treasurer.

C. INCREMENTS

1. General Guidelines. Upon the determination of the Superintendent that a teacher is entitled to increased salary based upon additional advanced educational training as set forth more particularly in this Article, teachers shall be paid such additional pay increments as follows:

- a. For holders of the B.A. degree, increments shall be granted as shown on the Salary Schedule included in this Agreement.
- b. For holders of the M.A. degree, increments shall be granted as shown on the Salary Schedule included in this Agreement.
- c. If the Master's degree or its equivalent is earned on or prior to June 30, 1998, the teacher shall be placed on the Master's scale at the point corresponding to the number of credited years of experience for the teacher. If the Master's degree or its equivalent is earned after June 30, 1998, the teacher shall be placed on the Master's scale at the lesser of either (i) the point corresponding to the number of credited years of experience for the teacher; or (ii) Step 12, in which case, the teacher shall thereafter move two (2) steps per year until reaching the point corresponding to the number of credited years of experience for the teacher.

2. Initial Placement on Salary Schedule.

- a. All newly hired teachers shall be placed in the appropriate salary column based upon their level of educational achievement, as determined by the Superintendent's review and assessment of the teacher's official college transcripts. New hires with post-certification education beyond the bachelor's degree shall be placed in the appropriate salary column in accordance with Section 3.b. below.
- b. In the event that a newly-hired teacher has earned degrees or credits for graduate level work prior to being certified as a teacher, credit for such advanced degrees or courses may be given by the District for purposes of initial placement on the salary schedule as follows:
 - (1) No additional credit shall be given for any courses which were required for the teacher's initial certification.
 - (2) Using appropriate discretion, the Superintendent shall make a determination as to which degrees and/or graduate course work credits taken prior to certification are relevant to and likely to enhance, the teacher's teaching assignment and which shall count toward eligibility for additional salary.

For example: a newly-hired teacher possessing an MBA earned prior to receiving teaching certification may be placed in the Master's salary column if the teaching, assignment is business education.

A newly-hired teacher possessing an MBA earned prior to obtaining teacher's certification shall not be placed on additional salary columns if the teacher's assignment is, e.g., English or Fine Arts.

- (3) For purposes of reviewing advanced degrees for purposes of initial placement on the salary schedule as provided above, or for advancement on the salary schedule as provided in Subsection 3 below, the District will defer to the college/university's designation of a particular course as "required" for receipt of the degree, provided that such designation is made by an official who is duly authorized to make such representation on behalf of the college/university.

3. Post-Hire Advancement on Salary Schedule.

- a. In order to receive an increment for extra hours, the teacher must submit to the Office of Human Resources an official transcript evidencing the teacher having received credit for the additional hours. Compensation adjustments for extra hours shall be credited in the quarter following receipt by the Office of Human Resources of the evidence set out above. Teachers who submit official transcripts no later than October 15th of each school term shall have their compensation adjusted retroactively to the beginning of the school term. When October 15th of any school year falls on a Saturday, Sunday or a holiday, the official transcript and any other required documents must be received in the Office of Human Resources by 4:00 p.m. the next business day. For purposes of quarterly salary adjustments for the 2nd, 3rd and 4th quarters, official transcripts and any other required documents must be received in the Office of Human Resources by 4:00 p.m. on the last day of the quarter preceding the salary adjustment.

For advancement based upon the award of a Master's or Ph.D. degree the degree must be conferred upon the teacher. Teachers who complete all requirements for the degree prior to the beginning of the school term and who submit the above university documents confirming that completion to the Office of Human Resources no later than October 15th of each school term shall upon the receipt of a university transcript or diploma by the Office of Human Resources have their compensation adjusted retroactively to the beginning of the school term. Absent the submission of such documents by October 15th, the compensation adjustment for the advanced degree shall be credited in the quarter which followed the receipt by the District of the official university transcript or diploma.

- b. In order to be placed in columns other than the B.A. column on the salary schedule, teachers must have fulfilled the following requirements:

B.A. + 15

(Only graduate hours earned toward a Master's degree shall be applicable to the B.A.+15 column. An exception may be hours needed as a prerequisite to the Master's degree or courses required by the administration for the teaching field.)

M.A. + 15* (No non-college semester hours may be, counted in this fifteen (15) hours, except as grandparented below.)

M.A. + 30* (No non-college hours may be counted in this thirty (30) hours, except as grandparented below.)

M.A. + 45* (No non-college hours may be counted in this forty-five (45) hours, except as grandparented below.)

Ed.D. or Ph.D.

*All college hours must be in the field in which he teaches or in advanced courses in education and must be over and above and after the Master's degree was conferred.

Grandparented Exception: In order to be grandparented, any hours earned by an employee for participating in Proviso in-service workshops or other workshops and submitted to the District prior to November 14, 2017 shall not be deemed forfeited and shall remain credited to the teacher for movement on the salary schedule during the life of this Collective Bargaining Agreement only.

- c. Recognition of graduate credit for professional growth requirements or hours beyond the Master's degree shall be recorded in semester hours with the proper quarter (1/4) hour conversion ratio of two-thirds (2/3). College or university graduate credit shall be recorded provided:
 - (i) It is not in, violation of other sections of this Agreement.
 - (ii) The District agrees that it will accept course work from an online program, as long as the course work is taken from a nationally accredited, commonly recognized and an established program at a university that confers in-house diplomas to on-campus students. Prior approval of the coursework shall be required to insure that the courses are in keeping with these requirements. The teacher shall provide the District with the required information for approval of credit.
 - (iii) Subject to the approval of the Superintendent or his designee, undergraduate course work of up to eight (8) hours in the areas of data and word processing only may be credited for professional growth requirements or hours beyond the Master's degree. In determining whether credit should be granted for undergraduate courses, the Superintendent shall consider whether the proposed course work is in an area where graduate level course work is not available and whether undergraduate courses better fulfill the needs of the District for additional training by the particular teacher involved. The teacher shall request permission to substitute such undergraduate course work for graduate course work prior to enrolling in the course or courses in question. No credit shall be given for such course work except upon the prior written approval of the Superintendent. The Union may bring to the attention of the Superintendent or his designee other areas in which technical

changes or academic needs may cause the Superintendent to be willing to grant credits for course work other than those listed above.

D. STIPENDS

1. Special service stipends shall be granted as follows if the assignments are made:

Teachers who receive a late assignment of a coaching or sponsoring activity after the commencement, but during the first two (2) weeks of the duration of that activity, will receive the full stipend specified below. Any teacher who is assigned a coaching or sponsoring an activity more than two (2) weeks after the commencement of the activity, shall be paid a stipend which will be pro-rated based upon the proportion of the term of that activity for which the teacher performs the services.

Stipend Schedule 2021-2022	
BOYS' SPORTS	July 1, 2021– June 30, 2022
Football – Head	8,119.34
Sophomore Coach	6,170.99
Freshman Coach	6,170.99
Assistant (To be determined by BOE)	6,170.99
Cross Country – Head	5,650.10
Freshman-Sophomore	4,745.63
Basketball – Head	8,119.34
Junior Varsity	6,170.99
Sophomore	6,170.99
Freshman "A"	6,170.99
Freshman "B"	6,170.99
Volleyball – Varsity	5,650.10
Assistant	5,251.84
Swimming – Head	5,603.99
Sophomore	4,970.96
Soccer – Head	5,614.47
Assistant	4,970.96
BOYS' SPORTS (continued)	July 1, 2020– June 30, 2021
Wrestling – Head	7,926.50
Junior Varsity	6,041.03
Freshman	6,041.03

Track – Head	7,770.34
Assistant	6,993.72
Baseball – Varsity	7,742.04
Junior Varsity	6,733.80
Sophomore	6,733.80
Freshman "A"	6,733.80
Freshman "B"	6,733.80
Golf – Varsity	4,829.47
Freshman-Sophomore	4,109.45
Tennis – Varsity	5,650.10
Freshman-Sophomore	5,254.99
GIRLS' SPORTS	July 1, 2021– June 30, 2022
Tennis – Varsity	5,650.10
Freshman-Sophomore	5,254.99
Basketball – Varsity	8,119.34
Assistant	6,170.99
Volleyball – Varsity	5,650.10
Assistant	5,251.84
Swimming – Varsity	5,614.47
Soccer – Varsity	5,614.47
Assistant	4,970.96
Track – Head	7,770.34
Assistant	6,993.72
Cross Country – Head	5,650.10
Freshman – Sophomore	4,745.63
GIRLS' SPORTS (continued)	July 1, 2021– June 30, 2022
Softball – Varsity	6,673.01
Assistant	5,938.32

Trainers (Boys and Girls)	
Fall Trainer	7,145.69
Winter Trainer	7,145.69
Weight Training Coach	6,288.38
Spring Trainer	7,145.69
SPONSORS	July 1, 2021 – June 30, 2022
Cheerleaders	5,794.74
Dance	3,822.28
Dance Assistant	2,781.56
Pirateers/Pantherettes	4,343.17
Raza Unidos	3,822.28
Flag & Rifle Corps	2,405.30
Steppers Club	3,969.01
School Newspaper	4,878.73
Yearbook	4,878.73
Student Council	4,447.98
Activities Facilitator	4,447.98
Chess Team	2,230.28
Senior Class Sponsor	4,739.34
Junior Class Sponsor	3,970.06
Sophomore Class Sponsor	3,374.76
Freshman Class Sponsor	2,172.63
Girls' League	3,781.41
Key/Interact Club	3,988.93
Talent Show	1,449.47
SADD	2,079.36
Math Club – Varsity	1,893.85
Math Club - Frosh/Soph	1,893.85
IHSA Scholastic Bowl	1,917.95
Academic Decathlon	2,273.25
Commencement Director	2,626.44
Intramurals Coordinator	6,913.02
Drill Team	4,343.17
Eco Club/Seed	2,229.23
G.R.A.C.E.	3,822.28
SPONSORS (continued)	July 1, 2021 – June 30, 2022
Multicultural Club	2,229.23
National Honor Society	2,229.23
Peer Mediation/Peace Team	2,229.23

Snowball	2,229.23
Gospel Choir	3,822.28
Speech - Head Coach	4,031.90
Assistant (To be determined by BOE)	2,030.10
Fall Play – Director	3,901.94
Fall Play - Tech Director	3,520.44
Spring Play – Director	3,901.94
Spring Play - Tech Director	3,520.44
Contest Play – Director	2,230.28
Band Director	3,901.94
Stage Band Director	3,155.72
Madrigal Director	3,155.72
Madrigal Drama Director	1,443.18
School Photographer	4,290.77
Sixth Assignment – Term	8,800.00
Sixth Assignment – Semester	4,400.00
Anime's Club	1,893.85
Art Club	1,893.85
Robotic's Club	2,229.23
SASS/Club Mix	2,229.23
Debate	2,229.23
Automotive	2,500.00
Video Gamers	1,893.85
Astronomy	2,229.23
Medical	2,229.23
K-Pop Club	1,893.85
Genealogy	1,893.85
Culinary	1,893.85
Torch Club	1,893.85
French Club	1,893.85
Poetry Club	1,893.85
Driver's Education Facilitator	One period release
AP Facilitator	2,000
All School Testing Facilitator	2,000
Educator Mentor	2,000
Teacher Leader	2,000
SPONSORS (continued)	July 1, 2021 – June 30, 2022
Hourly Rates	July 1, 2021 – June 30, 2022
Homebound Consulting Teacher	32.00

Drivers Ed	32.00
Department Sub/Double Class	32.00
Saturday School	32.00
Second Chance	32.00
IB-Related Duties	32.00

Stipend Schedule 2022-2024

SPONSORS	July 1, 2022 – June 30, 2024
Cheerleaders	5,910.63
Dance	3,959.93
Dance Assistant	2,837.19
Pirateers/Pantherettes	4,430.03
Raza Unidos	3,898.73
Flag & Rifle Corps	2,453.40
Steppers Club	4,048.39
School Newspaper	4,976.30
Yearbook	4,976.30
Student Council	4,536.94
Activities Facilitator	4,536.94
Chess Team	2,274.89
Senior Class Sponsor	4,834.13
Junior Class Sponsor	4,049.46
Sophomore Class Sponsor	3,442.26
Freshman Class Sponsor	2,216.08
Girls' League	3,857.04
Key/Interact Club	4,068.71
Talent Show	1,478.46
SADD	2,120.95
Math Club – Varsity	1,931.27
Math Club - Frosh/Soph	1,931.27
IHSA Scholastic Bowl	1,956.31
Academic Decathlon	2,318.72
Commencement Director	2,678.97
Intramurals Coordinator	7,051.28
Drill Team	4,430.03
SPONSORS (continued)	July 1, 2022 – June 30, 2024
Eco Club/Seed	2,273.81
G.R.A.C.E.	3,959.93
Multicultural Club	2,273.81

National Honor Society	2,273.81
Peer Mediation/Peace Team	2,273.81
Snowball	2,273.81
African American Club	3,898.73
Gospel Choir	3,898.73
Speech - Head Coach	4,112.54
Assistant (To be determined by BOE)	2,070.70
Fall Play – Director	3,979.98
Fall Play - Tech Director	3,590.85
Spring Play – Director	3,979.98
Spring Play - Tech Director	3,590.85
Contest Play – Director	2,274.89
Band Director	3,979.98
Stage Band Director	3,218.83
Madrigal Director	3,218.83
Madrigal Drama Director	1,472.04
School Photographer	4,376.59
Sixth Assignment – Term	8,976.00
Sixth Assignment – Semester	4,488.00
Anime's Club	1,931.27
Art Club	1,931.27
Robotic's Club	2,273.81
SASS/Club Mix	2,273.81
Debate	2,273.81
Automotive	2,550.00
Video Gamers	1,931.27
Astronomy	2,273.81
Medical	2,273.81
K-Pop Club	1,931.27
Genealogy	1,931.27
Culinary	1,931.27
Torch Club	1,931.27
French Club	1,931.27
Poetry Club	1,931.27
SPONSORS (continued)	July 1, 2022 – June 30, 2024
Driver's Education Facilitator	One period release
AP Facilitator	2,040.00
All School Testing Facilitator	2,040.00

Educator Mentor	2,040.00
Teacher Leader	2,040.00
Hourly Rates	July 1, 2022 – June 30, 2024
Homebound Consulting Teacher	\$32.64
Drivers Ed	\$32.64
Department Substitute	\$32.64
Department Sub/Double Class	\$32.64
Saturday School	\$32.64
Second Chance	\$32.64
IB-Related Duties	\$32.64

Rates of pay for stipended duties (excluding those which are athletic) are frozen for the 2021-2022 SY and shall be shown in the final CBA.

**IB-Related Duties are defined but not limited to activities and assessments required by the International Baccalaureate requiring contact with students and which cannot be completed during a teacher's duty period and/or five instructional periods at PMSA and for which the teacher has received approval from the Principal or designee. Prior to performing any IB-Related Duties which would be eligible for compensation hereunder, the teacher must request authorization from the Building Principal or his/her designee, and the request must be approved pursuant to District procedures.

2. Stipend Payroll Dates

- a. Teachers serving in the role of yearlong activities, including academic activities, and mentors, will receive their stipends on the first payroll in December and May. If there are any corrections that need to be made, members will receive the full remaining amount in a separate check on the immediately following payroll date in December or May, whichever first occurs.
- b. Teachers serving in athletic stipend activities will receive the first half of their stipend payment halfway through the season and at the conclusion of the season, not including playoffs (per the IHSA schedule).
- c. 6th assignment stipends will be paid twice per semester. First semester, teachers will receive their sixth (6th) assignment stipend payments on the second payroll date in October and the first December payroll date. Second semester, teachers will receive their 6th assignment stipend payments on the second payroll date in March and the first payroll date in May. If there are any corrections that need to be made, members will receive the full amount on the immediately following payroll date.
- d. Teachers serving in the role of short-term activities will receive their stipend payments on the first available payroll following the completion of the event.
- e. Teachers who teach a fourth (4th) prep or additional during the fall semester will receive their payments on the second payroll date in October for the

fall semester. Teachers who teach a fourth (4th) prep or additional prep during the Spring semester will receive their payments on the second payroll date in March for the spring semester.

3. Upon approval of the Board, the Superintendent may employ teachers for summer work on educational projects. Each such teacher shall receive an engagement letter for each project he or she is requested to complete, and once the letter is received, the Board may only withdraw the engagement with the consent of the teacher. These teachers shall be paid on an hourly basis at the same rate teachers are paid for "Department Substitute" as found in the stipends list unless otherwise provided for by this Agreement.

The flat per project rate shall be four thousand eight hundred twenty dollars (\$4,820) for a full-year course or two thousand four hundred ten dollars (\$2,410) for a semester course. If more than one teacher works on the curriculum writing project, the flat per project rate shall be equally divided amongst the teachers performing the work. Payment shall be rendered upon the completion and approval of the project and appropriate payroll forms.

4. For such special assignments as ticket-taking, ushering, ticket-selling, concessions, supervision, photographing, judging debates, summer educational projects and enrichment course instruction, there shall be additional compensation as determined by the Board of Education.

5. Regular teachers assigned to homebound instruction shall be paid for travel expenses at the rate as published by the IRS.

6. Teachers shall, if asked, be required to substitute one (1) period each school term without pay or the teachers shall pay for the substitute.

7. Teachers, with the consent of their Chairs, may arrange with a colleague to take a teaching assignment in order to be free to meet a personal or professional obligation.

8. Payments for stipends shall not be split between multiple teachers unless approved by the Administration upon the written request of teachers who are interested in splitting the assignment or unless it is for curriculum writing projects. Payments for assignments enumerated in Section D, shall be made in two (2) installments at approximately the mid-point of the season/activity period and within fifteen (15) days, or next pay period, whichever first occurs, after the conclusion of the regular season for the sport/activity concerned.

9. All stipends will be approved on an annual basis. There shall be no stipends for any teacher except as provided for in Section D(I) of this Agreement.

10. Stipends currently in use, or added by the Board in the future at any campus are available for use at all campuses. Upon adding a stipend position, the Board will set forth the position description, including the initial year's compensation and the minimum number of students required for the activity to become activated at any school. These standards will be identical at all campuses. Any new club which is added to the stipend list must be piloted for a one (1) year period before it is eligible for a stipend payment.

11. The Assistant Principal or other individual in charge of activities and athletics shall evaluate all stipend activity sponsors on an annual basis at the conclusion of the activity period using a District-wide evaluation tool to be developed by the Administration after consultation with

the Union. The Assistant Principal or other individual in charge of activities and athletics shall evaluate all coaches on an annual basis at the conclusion of the season, as defined by the Illinois High School Association, using a District-wide evaluation tool. Final evaluations shall be provided, in writing, to sponsors within four (4) work weeks after the conclusion of the activity. The final evaluation shall include a statement regarding whether the sponsor is recommended to return to the same position in the following school year.

12. The Board shall annually post all stipend list vacancies which occur for activity sponsorship and coaching whenever such positions are vacant. Stipend activity positions which were filled by non-bargaining unit employees during a school year shall be posted prior to being filled for the next school year. In cases where individuals applying for a stipend activity are equally qualified, preference shall be granted to bargaining unit members when filling these positions.

13. Employment contracts for stipend activity sponsors and coaches must be provided to the teacher within five (5) business days of the required final approval and prior to the onset of the teacher performing the duties of the stipend activity or coaching position.

14. Teachers shall not be released from stipend sponsorship during the activity period except for cause. Such cause can include, but is not limited to, harm to students or violation of the signed employment contract, collective bargaining agreement, Board of Education policies and relevant State and Federal laws, rules and regulations.

15. All stipend checks will be paid on a separate check.

E. SENIORITY - Recognition of Length of Service in the District.

1. Definition: District seniority is defined as the length of consecutive service for a full-time teacher in the District. Any teacher on a leave approved under this Agreement shall not be deemed to lose seniority for purposes of the definition unless set forth within the Agreement.

2 Within thirty (30) days after the start of the school year, the Administration shall furnish the Union with a District seniority list. On or before March 1 of each school year, the Administration shall provide each teacher with personalized document which includes the teacher's 1) three [3] most recent summative evaluations; 2) seniority date; and 3) any and all certificates, licenses, qualifications and/or endorsements held by the teacher. The teacher will have seven [7] calendar days to report additions or corrections to Administration.

3. Should the Board determine that it is necessary to reduce the number of teachers in the District, the following procedure shall apply:

Procedure

Layoff and recall of teachers that occur during the term of this Agreement will be in compliance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) and the provisions of this section.

A Joint Committee for Layoffs and Recalls ("Joint Committee"), as defined within Article 24 of the Illinois School Code, shall meet annually during the term of this Agreement. The Joint Committee shall be composed of a maximum of ten (10) members, with half of the membership representing the Board, and half representing the Union. The Board shall appoint its representatives to the Joint Committee as shall the Union appoint its representatives. The

appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by the affirmative vote of at least six (6) members.

By not later than March 1 of each school term, the Superintendent shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any layoff in accordance with the positions and groupings required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Union President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term. In addition to the sequence of honorable dismissals list, the Board will provide the Union with a list of teachers employed by the District ranked by seniority alone ("seniority list") per Article VIII. E. 2.

If the Board deems it necessary to layoff teachers, teachers to be honorably dismissed shall be chosen from among those teachers in the same position in accordance with their statutory grouping, with those in the lower groupings being removed before those in higher groupings. Within Group 1 (teachers who have not attained tenure and have not received a performance evaluation prior to forty-five [45] calendar days before the end of the school term), teachers may be honorably dismissed in any order determined by the Board. Within Group 2 (teachers with a Needs Improvement or Unsatisfactory summative performance evaluation rating on either of their last two [2] summative ratings), teachers with a lower average rating on their last two [2] summative ratings or their last rating if only one is available) shall be honorably dismissed before teachers with a higher average rating. For purposes of calculating an average rating within Group 2: Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Among teachers with the same average rating in Group 2 and teachers in Groups 3 and 4, less senior teachers shall be removed before more senior teachers. Should two (2) or more teachers subject to a layoff have equal seniority within Groupings 2, 3, or 4, the Superintendent shall have the sole discretion to break a tie after consideration of certifications, prior teaching experience and degrees.

Teachers honorably dismissed as a result of layoff and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail and certified or overnight mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her correct mailing address. A recalled teacher shall have fifteen (15) calendar days to inform the District that he/she accepts the position. Teachers who do not accept a position shall be stricken from the recall list.

F. TUITION REIMBURSEMENT

Through the duration of this Agreement, the Board shall provide partial reimbursement for the tuition costs of teachers who complete graduate course work (that is, course work completed in pursuit of a master's degree) and/or post-graduate work (that is, course work completed after the master's degree has been awarded).

The terms and conditions for this partial tuition reimbursement program are as follows:

1. All graduate and/or post-graduate course work for which teachers may seek reimbursement must be pre-approved by the Office of Human Resources following that Office's establishment of pre-approval procedures. The teacher must submit the pre-approval form no later than fifteen (15) business days before the course begins. The Office of Human Resources shall issue its decision regarding the approval/denial of the course for partial tuition reimbursement within ten (10) business days following the submission of the pre-approval form.
2. Only course work in which teachers have received a grade of A or B shall be eligible for reimbursement.
3. Teachers are responsible for maintaining copies of tuition bills or invoices from the college or university where they are completing their course work and for submitting these records to the Office of Human Resources. Only originals or copies of college or university bills shall be used to determine the level of teachers' tuition reimbursement. Personal teacher records shall not be accepted.
4. Teachers who possess a master's degree shall be eligible for a maximum annual reimbursement of \$2,500 for the tuition cost of eligible post-graduate course work in:
 - a. the same area in which the teacher obtained an undergraduate degree (if the undergraduate degree is relevant to the teacher's current teaching assignment); OR
 - b. an area supporting licensure renewal in the teacher's current teaching assignment; OR
 - c. in an area supporting the teacher's existing endorsements (which are eligible for use in and beneficial to the District); OR
 - d. in an area resulting in a new license or endorsement which is relevant to the teacher's current teaching assignment OR is beneficial to the District.

This annual reimbursement maximum for course work successfully completed shall be determined according to the following calendar year:

Course Work Completed During	Shall serve as basis for	Reimbursement During
7/1/21 – 6/30/22		21-22 School Year
7/1/22-6/30/23		22-23 School Year
7/1/23-6/30/24		23-24 School Year

5. Partial tuition reimbursement for teachers who complete a Master's Degree during the term of this Agreement shall occur after the degree has been awarded. So long as the teacher remains employed by the District after completion of the Master's Degree, he or she shall be reimbursed for all eligible course work in accordance with the schedule below. Total reimbursement for the tuition cost of the Master's Degree shall not exceed seventy percent (70%) of the total tuition cost.

1 st year after MA completion -	15% of tuition cost for Masters
2 nd year after MA completion -	15% of tuition cost for Masters

3 rd year after MA completion -	15% of tuition cost for Masters
4 th year after MA completion -	15% of tuition cost for Masters
5 th year after MA completion -	10% of tuition cost for Masters

6. The Office of Human Resources shall administer all of the data and record keeping requirements of this program and shall recommend to the Business Office appropriate teacher reimbursement.

Teachers are responsible for the submission of all tuition reimbursement-related records to the Office of Human Resources so that the Business Office shall provide appropriate reimbursement within sixty (60) calendar days.

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2021-2022 SALARY SCHEDULE

Step	BA	BA +15	MA	MA +15	MA +30	MAS+45	PhD
0	51,403	53,267	56,938	58,597	60,258	61,913	63,582
1	52,163	54,054	57,780	59,463	61,148	62,828	64,522
2	53,035	54,957	58,746	60,457	62,170	63,878	65,600
3	53,961	55,918	59,772	61,514	63,257	64,995	66,747
4	54,904	56,895	60,817	62,589	64,362	66,130	67,913
5	55,704	57,724	61,703	63,500	65,300	67,093	68,902
6	56,515	58,564	62,601	64,425	66,251	68,071	69,905
7	57,475	59,559	63,665	65,520	67,376	69,227	71,093
8	58,731	60,860	65,055	66,951	68,848	70,739	72,646
9	60,640	62,838	67,170	69,127	71,085	73,039	75,007
10	62,156	64,410	68,849	70,856	72,862	74,865	76,883
11			70,398	72,449	74,501	76,548	78,612
12			71,453	73,537	75,619	77,697	79,791
13			73,954	76,111	78,266	80,416	82,584
14			75,026	77,213	79,400	81,582	83,781
15			76,114	78,333	80,551	82,764	84,995
16			77,227	79,478	81,729	83,976	86,240
17			78,347	80,630	82,914	85,193	87,489
18			79,839	82,167	84,493	86,815	89,155
19			81,087	83,451	85,814	88,172	90,548
20			82,354	84,754	87,154	89,549	91,963
21			83,641	86,078	88,517	90,949	93,401
22			85,226	87,710	90,195	92,672	95,170
23			87,455	89,949	92,448	94,939	97,446
24			90,205	92,773	95,343	97,907	100,476
25			93,285	95,857	98,345	100,956	103,506
26			95,775	98,361	100,854	103,479	106,044
27			99,027	101,625	104,135	106,766	109,342
28			101,558	104,001	106,918	109,091	112,202
29			104,457	106,817	109,958	112,692	115,508

2022-2023 SALARY SCHEDULE

Step	BA	BA +15	MA	MA +15	MA +30	MAS+45	PhD
0	52,174	54,066	57,792	59,476	61,162	62,842	64,536
1	52,945	54,865	58,647	60,355	62,065	63,770	65,489
2	53,727	55,675	59,513	61,247	62,983	64,713	66,457
3	54,626	56,606	60,508	62,271	64,035	65,795	67,568
4	55,580	57,595	61,565	63,359	65,155	66,944	68,749
5	56,552	58,602	62,641	64,467	66,293	68,114	69,950
6	57,375	59,455	63,554	65,405	67,259	69,106	70,969
7	58,211	60,321	64,479	66,358	68,238	70,113	72,003
8	59,200	61,346	65,575	67,485	69,397	71,304	73,226
9	60,493	62,686	67,007	68,960	70,913	72,861	74,826
10	62,459	64,724	69,185	71,201	73,218	75,230	77,257
11			70,915	72,981	75,048	77,111	79,189
12			72,510	74,623	76,736	78,845	80,970
13			73,597	75,743	77,888	80,028	82,185
14			76,173	78,394	80,614	82,829	85,062
15			77,277	79,529	81,782	84,030	86,294
16			78,397	80,683	82,968	85,247	87,545
17			79,544	81,863	84,181	86,495	88,827
18			80,697	83,049	85,402	87,749	90,113
19			82,234	84,632	87,028	89,420	91,830
20			83,519	85,954	88,388	90,817	93,264
21			84,825	87,296	89,769	92,236	94,722
22			86,151	88,661	91,172	93,678	96,203
23			87,783	90,341	92,901	95,453	98,026
24			90,079	92,647	95,222	97,787	100,369
25			92,911	95,556	98,204	100,844	103,491
26			96,083	98,732	101,295	103,985	106,612
27			98,649	101,311	103,880	106,583	109,225
28			101,997	104,674	107,259	109,969	112,622
29			104,605	107,121	110,125	112,364	115,568

2023-2024 SALARY SCHEDULE

Step	BA	BA +15	MA	MA +15	MA +30	MAS+45	PhD
0	52,957	54,877	58,659	60,369	62,079	63,784	65,504
1	53,739	55,688	59,526	61,261	62,996	64,727	66,472
2	54,533	56,511	60,406	62,166	63,927	65,684	67,454
3	55,339	57,346	61,299	63,085	64,872	66,654	68,451
4	56,264	58,304	62,323	64,139	65,957	67,768	69,595
5	57,248	59,323	63,412	65,260	67,109	68,953	70,811
6	58,248	60,360	64,521	66,401	68,282	70,158	72,049
7	59,096	61,239	65,460	67,368	69,276	71,179	73,098
8	59,957	62,131	66,414	68,349	70,285	72,216	74,163
9	60,976	63,186	67,542	69,510	71,479	73,443	75,423
10	62,308	64,567	69,017	71,028	73,041	75,047	77,070
11			71,260	73,337	75,414	77,487	79,575
12			73,042	75,171	77,300	79,424	81,565
13			74,685	76,862	79,038	81,210	83,399
14			75,805	78,015	80,224	82,429	84,650
15			78,458	80,746	83,032	85,314	87,614
16			79,595	81,915	84,235	86,551	88,883
17			80,749	83,103	85,457	87,805	90,171
18			81,931	84,319	86,707	89,090	91,492
19			83,118	85,540	87,964	90,381	92,817
20			84,701	87,171	89,639	92,103	94,585
21			86,025	88,533	91,040	93,542	96,062
22			87,370	89,915	92,462	95,003	97,563
23			88,735	91,320	93,907	96,488	99,089
24			90,416	93,051	95,688	98,316	100,966
25			92,781	95,427	98,079	100,721	103,380
26			95,698	98,423	101,150	103,869	106,595
27			98,966	101,694	104,334	107,104	109,810
28			101,608	104,351	106,996	109,781	112,502
29			105,057	107,814	110,476	113,269	116,000

* B.A. and B.A.+15 frozen on Step 10 for all teachers who commenced teaching at the District after July 1, 1967, at the beginning of the semester after completing their Master's Degree or Master's Equivalency. Teachers who have been frozen on Step 10 shall be placed on the M.A. lane of the salary schedule as follows:

- For Masters Degrees/Equivalency attained prior to June 30, 1998, teachers shall be placed on the step where they would have been had they not been frozen.
- For Master's Degrees/Equivalency attained after June 30, 1998; teachers shall be placed on Step 12 or the step where they would have been had they not been frozen, whichever is less. Thereafter, the teacher shall be moved two (2) steps per year in the following years, until teachers reach the step where they would have been had they not been frozen.

The Board shall pay the maximum amount of the teacher's payment to the State Teachers' Retirement System which will be treated by Internal Revenue Service as non-taxable income on the teacher's federal income tax return. The payment shall come from the salary schedule set out above for the periods covered by this Agreement. In determining the maximum amount to be paid by the Board of Education, the rules of the Internal Revenue Service and the State Teachers' Retirement System shall be adhered to.

Prior to November 1st of each year, teachers will be informed in writing of their lane and step on the salary schedule and of their gross pay for the current school year.

IX. INSURANCE

A. TERMINAL PAY.

If a teacher has twenty (20) years or more of service at the District and dies while in the employ of the District, the spouse or estate of the teacher shall be entitled to receive the amount of terminal pay due as if the person were to have retired.

B. INSURANCE

1. Payment of Premium. As used in this Section, the term "insurance" shall mean the District's Group Health Care, Dental Care, Term Life, Vision and Long-Term Disability (LTD) Plans. The Board will also maintain an Employee Assistance Plan.

- a. The District shall pay for employee and dependent insurance coverage in accordance with the below provisions. The teacher shall pay the first ten percent (10%) of insurance premiums for the teacher and dependents. The District shall pay the remaining ninety percent (90%) of the insurance premiums, provided that the District's payment shall not exceed one-hundred ten percent (110%) of the District's payment in effect on June 30 of each prior contract year for the specific coverage that the teacher has enrolled.

Payment of any premiums beyond the District's contribution shall be made by the teacher. All teacher co-payments for insurance benefits shall be made via payroll deduction.

The Board reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service, so long as the coverages to be provided are equivalent to those which were provided during the 2016-2017 school year except as provided in Section B below. In the event of premium increases which result in employee contributions over the District's maximum contribution [ten percent (10%) over the District's payment in effect at the end of the prior contract year] in a specific coverage area, the Union may request the School Board to negotiate regarding increasing deductibles or other aspects of the insurance to reduce the District's contribution increase to less than ten percent (10%), in lieu of teachers' co-payments in excess of the District's contribution.

- b. For the 2017-2018 school term, the terms and coverages of the District's Health Care Plan shall remain unchanged from the 2016-2017 school term. For each school year thereafter, any modification, if at all, of the terms and coverages of the District's Health Care Plan shall be determined by recommendations of the District Insurance Committee that are presented to the Board and subject to approval by the Board of Education. The District Insurance Committee's recommendation must include an analysis of the financial impact to the District.

The District Insurance Committee shall be composed of eight (8) District employees whose meetings shall occur during normal work hours. The President of the teacher bargaining unit shall appoint four (4) teachers. The remaining members of the District Insurance Committee shall be comprised of two (2) members from the support staff bargaining unit, one (1) member from the custodial and maintenance bargaining unit, and one (1) administrator. Votes of the District Insurance Committee must occur when at least six (6) members are present. A majority containing at least six (6) votes is required for passage of any District Insurance Committee recommendation.

In the event that the Board does not approve the recommendation of the District Insurance Committee, the terms and coverages of the District's Health Care Plan for the current school year shall remain in effect for the following school year.

Notwithstanding any provision to the contrary in this Agreement or other agreements between the parties, if changes are enacted into law under state, federal or local laws and/or regulations which render any insurance plans or benefits provided under this Article out of compliance or which would subject the Board to any penalties or surcharges, such as the "Excise Tax" provided for in Section 4980I of the Internal Revenue Code (either directly for self-insured coverage or indirectly through an insurer for fully-insured coverage), then this provision of the Agreement will become open for negotiations and the Board and the Union will bargain in order to adopt one or more plan design changes that

are sufficient to bring such plans or benefits into compliance with law and/or that are sufficient to avoid any penalties or surcharges imposed.

2. Coverages. Teachers are directed to refer to the Summary Plan Description for a fuller, more detailed description of coverage benefits under the District's Health Care Plan.

3. The Board shall provide a life insurance plan and pay for a minimum of BA Step 1 Salary term life insurance for each teacher. The plan shall contain an Accidental Death and Dismemberment (AD&D) Double Indemnity Rider. For each \$1,000 earned above the base of B.A. Step I Salary, according to the teacher's place on the base salary schedule as of October 15, an additional \$1,000 in insurance shall be paid for by the Board. The additional insurance shall be determined by the nearest \$1,000 of income. Base salary in the amount of \$500 or more shall be considered as an additional \$1,000 of insurance. The Board shall provide life insurance under this Section at coverages that are equivalent to those provided during the 2016-2017 school year.

4. Retirees who receive their pensions and early retirees will be allowed to enroll in medical insurance coverage for which they were eligible as teachers so long as the insurance company writing such coverage continues to approve participation by the retirees and the experience or risk factor for such group is separately figured and does not affect the rate for non-retired teachers. The retirees will be responsible for the full amount of the premium applicable to the particular coverage and such amount will be deducted from the early retirement compensation or otherwise paid by non-early retirees.

5. The Board shall provide long term disability insurance at coverages that are equivalent to those provided during the 2016-2017 school year.

6. Dental Insurance. The Board shall purchase dental insurance at coverages that are equivalent to those provided during the 2016-2017 school year. The maximum annual coverage for dental insurance shall be \$1,500.00.

7. A teacher who completes the school year shall receive his/her insurance through the month of August provided that the employee's required premiums are paid in full.

8. All health, dental, life, and long term disability benefits shall be given in accordance with the terms and conditions contained in the plan booklets and formal insurance policies including changes made unilaterally by carrier for all similar policies. If unilateral changes are made, the Union and the District will be informed of those changes.

9. For the 2017-2018 school term, the Board shall provide an optional vision benefits plan which shall include as annually set by the District Insurance Committee and presented in Appendix B.

For each school year thereafter, any modification of the terms and coverages of the District's vision benefits shall be determined by the recommendations of the District Insurance Committee that are presented to the Board and subject to the approval of the Board of Education. The District Insurance Committee's recommendation to the Board must include an analysis of the financial impact to the District.

10. The Board and Union agree that the provisions of the District's Health Care Plan and the Collective Bargaining Agreement are based upon current legal requirements. If such legal requirements should change due to legislative action in the future which shall impact the District, the parties agree that they shall, at the request of either party, meet and bargain solely over the terms of the District's Health Care Plan. The terms of these negotiations shall not be binding upon either party unless by mutual agreement.

X. RETIREMENT INCENTIVE PROGRAM

The Board shall provide a retirement incentive for teachers who submit an irrevocable letter of intent to resign and retire on or before June 30, 2024. The benefits and conditions of this incentive are hereinafter set out.

A. ELIGIBILITY.

To be eligible for retirement under this Article, teachers must have taught for at least twenty (20) years, with at least twelve (12) years of teaching service in District 209, but no more than thirty-five (35) years by June 30 of their retirement year. Years of teaching shall include all years for which the Teachers' Retirement System ("TRS") will grant retirement credit, except sick leave.

B. TRS PAYMENTS BY TEACHER.

Any TRS member contribution resulting from the teacher's election to retire under this Article shall remain the obligation of the retiring teacher to pay TRS.

C. NOTICE AND SALARY BENEFITS.

1. Teachers seeking to retire under this incentive program shall give notice to the Superintendent no later than June 30th of the school year prior to the school year in which the teacher intends to receive his/her first six percent (6%) salary increase not to exceed a total of four (4) years of six percent (6%) salary increases. If a teacher properly notifies the Superintendent of his/her retirement, the teacher's salary shall be increased by six percent (6%) over his/her TRS creditable earnings for the prior school year and any other year for the duration of the retirement years pursuant to the notice. The retiring teacher agrees NOT to accept additional paid assignments which would cause his/her TRS creditable earnings increase to exceed six percent (6%).

2. During this time, the teachers will continue to perform any extra duty (stipend) positions he/she was performing the year in which notice was tendered on or before June 30. Should the teacher resign a stipend position, or be removed from the stipend position by the Board for just cause, subject to the grievance process, the salary will be adjusted downward for the years the work is not performed. Should the District fail to offer the stipend position to the teacher absent such just cause, subject to the grievance process, no downward adjustment is to be made. However, the Board and teacher may voluntarily agree to an alternate stipend assignment of similar pay rate, provided, the teacher's annual TRS creditable earnings do not exceed 106% of the prior year's TRS creditable earnings. Other than as described herein, the teacher will not accept new stipend positions, and the district will not assign new stipend positions after the notice is given.

D. POST RETIREMENT PAYOUTS

1. Terminal pay in the amount of one hundred (\$100) dollars for each full year of District service shall be granted to all teachers who retire and take their pension benefits.

2. Upon retirement each retiree shall be provided a post-retirement payment of \$30.00 per day for any sick leave days the individual has remaining after all eligible sick leave has been reported to the Teachers Retirement System (TRS) for service credit.

a. Report all remaining unused sick days and be paid \$30.00 per day for the forty (40) days over the one hundred seventy (170) days.

b. Report all remaining unused sick days and be paid \$30.00 per day for the forty (40) days over the three hundred forty (340) days.

3. Any payment under this Section shall be considered post-retirement severance payments which shall be made in the payroll after the teacher's receipt of his/her final paycheck.

E. TERMINATION OF PROGRAM

The Retirement Incentive Program shall conclude on June 30, 2021, thus allowing eligible teachers who properly notify the Superintendent of their intention to retire up to June 30, 2024 to receive appropriate salary benefits as described above through the 2027-2028 school year.

F. CHANGES IN LAW PERTAINING TO INCENTIVES.

Should the payment of this incentive become illegal or limited by law in amount, or if the payment of the incentives results in an unexpected new payment to TRS by the Board, the incentive will be changed. In this event, the cost of the incentive as described above shall be calculated, and any allowable amount, up to the incentive amount will be paid as agreed above. Any remaining portion of the incentive shall be paid to the teacher during the month of July, but no later than December 31, immediately following retirement, however, that the Board and Union may negotiate and agree to an alternative manner of incentive payment so long as the total cost of the incentive to the Board is the same.

XI. SUBSTITUTES

During the term of this Agreement, substitute teachers may be hired for terms of employment in accordance with Section 5/21B-20 of the Illinois School Code.

XII. CONFORMITY TO LAW

1. The Board intends that this Agreement shall not conflict with, contravene, abrogate, diminish, nor affect in any way the powers, authority, duties and responsibilities vested in the Board, by the statutes and laws of the State of Illinois.

2. The Board retains and reserves unto itself the powers, authority, duties and responsibilities vested in the Board by law provided that it will exercise such powers, authority, duties and responsibilities in conformity with the provisions of this Agreement. The Board shall

have and retain the full and exclusive right to hire, fire, assign, promote, demote, lay-off, direct discipline, transfer, suspend, evaluate and determine the qualifications of its employees. The Board has the complete and sole right to determine the operations and the extent of same of the District, to make work rules, determine the methods, standards and appoint supervisory personnel provided it does not abridge any express provision of this Agreement by doing so. Nothing in this Management Rights clause diminishes the Board's duty, if any, under the Illinois Educational Labor Relations Act (the "Act") to negotiate regarding the effects of mid-term changes in wages, hours and working conditions not specifically covered by this Agreement which result from the Board's exercise of any of its foregoing rights; provided, however, enforcement of any such duty by the Union shall be solely through the Illinois Educational Labor Relations Board and not through the grievance procedure contained herein, and nothing in this Agreement diminishes the Board's rights specifically covered by this Agreement after satisfaction of the Board's duty, if any, to negotiate such changes.

The Board and Union agree that this Agreement shall not be construed as prohibiting the parties from asking such other temporary arrangement for the convenience of the Board, its Administration of the Union, as may be mutually agreed upon, during the term of this contract. Such temporary arrangements shall not be construed as establishing precedent or serving as a basis for future contractual agreements.

3. The Board and Union agree to the continuation of the policy, that there shall be no discrimination in the employment or promotion of teachers because of race, creed, national origins, sex or religion.

4. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the minimum standard of the Illinois School Code, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement unless such legislative or judicial declaration should result in other terms of this Agreement being rendered meaningless or grossly inequitable in which case the clause, or clause affected shall be re-negotiated.

5. In conjunction with the Union, the Board agrees to use its best efforts to implement fully the wage and fringe benefits in this Agreement.

6. The Board agrees that the full dollar value of the wage and fringe package belongs to the teachers. The Board further agrees that, if any law or executive order prohibits the payment for the teachers of the full amount of the wage and fringe benefits negotiated, it will join with the Union in making every effort to gain approval for full payment contained in this Agreement.

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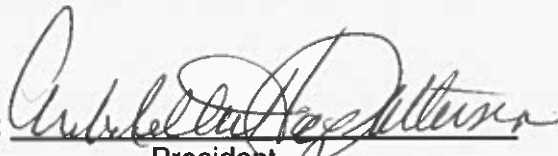
XIII. TERM OF AGREEMENT

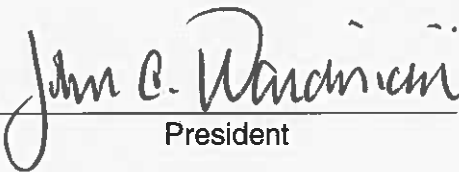
This Agreement, when signed by the President and Secretary of the Board and the Union President and Secretary, shall be effective from July 1, 2021 to June 30, 2024.

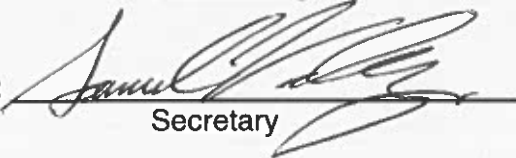
The parties agree that all student attendance days missed due to the strike during the 2021-2024 school year will be made up no later than June 15, 2022.

BOARD OF EDUCATION
PROVISO TOWNSHIP HIGH SCHOOLS
DISTRICT NO. 209

PROVISO TEACHERS' UNION
LOCAL 571,
AMERICAN FEDERATION OF TEACHERS,
AFL – CIO

By: 
President

By: 
President

By: 
Secretary

By: 
Secretary

MEMORANDUM OF AGREEMENT

Regarding Longevity Bonus Deletion and Salary Schedule Step Addition

Teachers who currently receive Longevity Bonuses pursuant to the 2013-2014 Collective Bargaining Agreement shall have their base salary, for purposes of calculating their 2014-2015 school year, calculated as their total salary, inclusive of Longevity Bonuses, based upon his/her 2013-2014 school year. Those teachers shall move off of the salary schedule for the 2014-2015 school year and receive the percentage increase received by all other teachers for the 2014-2015 school year and during each year thereafter.

APPENDIX A – 2021-2022 BELL SCHEDULE

	Bell Schedule (Proviso East and Proviso West)			
	Regular Schedule (M, F) 50 minute periods	Regular Schedule (Tu, W, Th) 50 minute periods	Half-Day Schedule 45 minute periods	Early Release Schedule 40 minute periods
	(M - PLC; F - teacher-directed)	ELOS	ELOS	ELOS
Period 1	8:00 AM - 8:50 AM	8:00 AM - 8:50 AM	8:00 AM - 8:45 AM	8:00 AM - 8:40 AM
Period 2	8:55 AM - 9:45 AM	8:55 AM - 9:45 AM	8:50 AM - 9:35 AM	8:45 AM - 9:25 AM
Period 3	9:50 AM - 10:40 AM	9:50 AM - 10:40 AM	9:40 AM - 10:25 AM	9:30 AM - 10:10 AM
Period 4	10:45 AM - 11:35 AM	10:45 AM - 11:35 AM		10:15 AM - 10:55 AM
Period 5	11:40 AM - 12:30 PM	11:40 AM - 12:30 PM		11:00 AM - 11:40 AM
Period 6	12:35 AM - 1:25 PM	12:35 AM - 1:25 PM		11:45 AM - 12:25 PM
Period 7	1:30 PM - 2:20 PM	1:30 PM - 2:20 PM		12:30 PM - 1:10 PM
Period 8	2:25 PM - 3:15 PM	2:25 PM - 3:15 PM	10:30 AM - 11:15 AM	1:15 PM - 1:55 PM
				teachers depart 1:55 PM

Professional Learning Communities: Period 1 on Monday of each week

ELOS: Period 1 on Tuesday, Wednesday and Thursday of each week

Staff Meetings: First Friday of student attendance each month

Teacher-Directed Time: Period 1 of each Friday (except the first Friday of student attendance each month)

Bell Schedule (PMSA, PEMSA, PWMSA)				
	First Day of Student Attendance (PMSA only) 45 minute periods	Regular Schedule 50 minute periods	Half-Day Schedule 45 minute periods (PMSA only)	Early Release Schedule 40 minute periods
	PLC/Staff Meeting 8:00 AM - 8:35 AM			
Period 1	8:40 AM - 9:25 AM	8:00 AM - 8:50 AM	8:00 AM - 8:45 AM	8:00 AM - 8:40 AM
Period 2	9:30 AM - 10:15 AM	8:55 AM - 9:45 AM	8:50 AM - 9:35 AM	8:45 AM - 9:25 AM
Period 3	10:20 AM - 11:05 AM	9:50 AM - 10:40 AM		9:30 AM - 10:10 AM
Period 4	11:10 AM - 11:55 AM	10:45 AM - 11:35 AM		10:15 AM - 10:55 AM
Period 5	12:00 PM - 12:45 PM	11:40 AM - 12:30 PM		11:00 AM - 11:40 AM
Period 6	12:50 PM - 1:35 PM	12:35 AM - 1:25 PM		11:45 AM - 12:25 PM
Period 7	1:40 PM - 2:25 PM	1:30 PM - 2:20 PM	9:40 AM - 10:25 AM	12:30 PM - 1:10 PM
Period 8	2:30 PM - 3:15 PM	2:25 PM - 3:15 PM	10:30 AM - 11:15 AM	1:15 PM - 1:55 PM
				teachers depart 1:55 PM

Professional Learning Communities: 8:00 AM – 8:35 AM on first student attendance day of each week

Duty periods shall be dispersed throughout the workday.

Half-Day Schedule for PEMSA and PWMSA: Follow the PE and PW Half-Day Bell Schedule

2022-2023 AND BEYOND BELL SCHEDULE

Bell Schedule (All School Buildings)				
	First Day of Student Attendance 45 minute periods	Regular Schedule 50 minute periods	Half-Day Schedule 45 minute periods	Early Release Schedule 40 minute periods
	PLC/Staff Meeting/Department 8:00 AM - 8:35 AM			
Period 1	8:40 AM - 9:25 AM	8:00 AM - 8:50 AM	8:00 AM - 8:45 AM	8:00 AM - 8:40 AM
Period 2	9:30 AM - 10:15 AM	8:55 AM - 9:45 AM	8:50 AM - 9:35 AM	8:45 AM - 9:25 AM
Period 3	10:20 AM - 11:05 AM	9:50 AM - 10:40 AM		9:30 AM - 10:10 AM
Period 4	11:10 AM - 11:55 AM	10:45 AM - 11:35 AM		10:15 AM - 10:55 AM
Period 5	12:00 PM - 12:45 PM	11:40 AM - 12:30 PM		11:00 AM - 11:40 AM
Period 6	12:50 PM - 1:35 PM	12:35 AM - 1:25 PM		11:45 AM - 12:25 PM
Period 7	1:40 PM - 2:25 PM	1:30 PM - 2:20 PM	9:40 AM - 10:25 AM	12:30 PM - 1:10 PM
Period 8	2:30 PM - 3:15 PM	2:25 PM - 3:15 PM	10:30 AM - 11:15 AM	1:15 PM - 1:55 PM
				teachers depart 1:55 PM

Professional Learning Communities: 8:00 AM – 8:35 AM on first student attendance day of each week.

Duty periods shall be dispersed throughout the workday.

Appendix B

Group: Proviso Township High School District # 209

Service Type	Allowed Frequency - Adults	Allowed Frequency - Kids	Allowed Frequency - Seniors
Routine			
Exam	Once every 12 months from the date of service	Once every 12 months from the date of service	Once every 12 months from the date of service
Contact Lens Fit & Follow-up	Unlimited	Unlimited	Unlimited
Frames	Once every 24 months from the date of service	Once every 24 months from the date of service	Once every 24 months from the date of service
Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service	Once every 12 months from the date of service
Contact Lenses	Once every 12 months from the date of service	Once every 12 months from the date of service	Once every 12 months from the date of service
Additional Purchase			
Frames	Unlimited	Unlimited	Unlimited
Lenses	Unlimited	Unlimited	Unlimited
Contact Lenses	Unlimited	Unlimited	Unlimited
**Date of Service benefits will not be available again until the same date in the following year(s) when a member has active coverage.			

Routine Benefits	In-Network Member Cost	Out-of-Network Member Reimbursement
Exam Services		
Exam with Dilation as Necessary	\$10 Copay	Up to \$40
Retinal Imaging	Up to \$39	Not Covered
Contact Lens Fit and Follow-Up		
Fit and Follow-up - Standard	Up to \$40	Not Covered
Fit and Follow-up - Premium	10% off Retail Price	Not Covered
Frames		
Frame	\$0 Copay; 20% off balance over \$130 Allowance	Up to \$91
Lenses		
Single Vision	\$25 Copay	Up to \$30
Bifocal	\$25 Copay	Up to \$50
Trifocal	\$25 Copay	Up to \$70
Lenticular	\$25 Copay	Up to \$70
Progressive - Standard	\$90 Copay	Up to \$50
Progressive - Premium Tier 1	\$110 Copay	Up to \$50
Progressive - Premium Tier 2	\$120 Copay	Up to \$50
Progressive - Premium Tier 3	\$135 Copay	Up to \$50
Progressive - Premium Tier 4	\$90 Copay; 20% off Retail Price less \$120 Allowance	Up to \$50
Lens Options		

Anti Reflective Coating - Standard	\$45	Not Covered
Anti Reflective Coating - Premium Tier 1	\$57	Not Covered
Anti Reflective Coating - Premium Tier 2	\$68	Not Covered
Anti Reflective Coating - Premium Tier 3	20% off Retail Price	Not Covered
Photochromic - Plastic	\$75	Not Covered
Polycarbonate - Standard	\$40	Not Covered
Scratch Coating - Standard Plastic	\$15	Not Covered
Tint - Solid or Gradient	\$15	Not Covered
UV Treatment	\$15	Not Covered
All Other Lens Options	20% off Retail Price	Not Covered
Contact Lenses		
Contacts - Conventional	\$0 Copay; 15% off balance over \$130 Allowance	Up to \$130
Contacts - Disposable	\$0 Copay; 100% of balance over \$130 Allowance	Up to \$130
Contacts - Medically Necessary	\$0 Copay	Up to \$210
Additional Purchase Benefits	In-Network Member Cost	Out-of-Network Member Reimbursement
Frames		
Frame	20% off Retail Price	Not Covered
Lenses		
Lenses	20% off Retail Price	Not Covered
Lens Options		
Lens Options	20% off Retail Price	Not Covered
Packages		
Frame, Lens and Lens Options Purchased as Complete Pair	40% off Retail Price	Not Covered
Contact Lenses		
Contacts - Conventional	15% off Retail Price	Not Covered
Hearing Benefits		
Hearing Care	In-Network Member Cost	Out-of-Network Member Reimbursement
Hearing Care from Amplifon network	Discounts on hearing exam and aids; call 1-844-526-5432	Not Covered
LASIK Benefits		
LASIK	In-Network Member Cost	Out-of-Network Member Reimbursement
Exam Services		
Lasik or PRK From U.S. Laser Network	15% off retail or 5% off promo price; call 1-800-988-4221	Not Covered